

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: : OFFICIAL  
KCC Group Limited for Non-signing :  
Inventor David John Parkinson :  
Serial No.: 10/589,940 :  
PCT No.: PCT/GB05/00718 : Group Art Unit: 1724  
International Filing Date: 25 Feb. 2005 :  
Priority Date: 27 February 2004 : Examiner:  
For: CYCLONE ASSEMBLY AND :  
METHOD FOR INCREASING : Docket No.: KCC-030815 (PET-1018US)  
OR DECREASING FLOW :  
CAPACITY OF A CYCLONE :  
SEPARATOR IN USE :

PETITION IN SUPPORT OF APPLICATION FILED UNDER  
37 CFR §1.47(b) AND FEES UNDER 37 CFR §1.17(g)

Mail Stop PCT  
Commissioner for Patents  
Office of PCT Legal Administration  
P. O. Box 1450  
Alexandria, Virginia 22313-1450

This is a Petition for acceptance of an application where the sole inventor refuses to execute the application for patent. In support of the Petition, the following are presented:

I hereby certify that this correspondence, and any attachments referred to, is being deposited with the United States Postal on this 27 day of June 2007 in an envelope as "Express Mail Post Office to Addressee" Mailing Label No. EV835823888US addressed to: Mail Stop PCT, Commissioner for Patents, Office of PCT Legal Administration, P.O. Box 1450, Alexandria, Virginia 22313-1450

JUNE 27, 2007  
Date of Deposit

David L. Mossman  
David L. Mossman

6-27-2007  
Date

Notification of Missing Requirements and Request for Extension of Time

A copy of the Notification of Missing Requirements Under 35 U.S.C. 371 in the United States Designated/Elected Office (DO/EO/US) dated 04/13/2007. This Notification sets a time period of two (2) months for submitting the Declaration of the Inventor, expiring June 13, 2007. The Applicant hereby petitions for a one-month extension of time of this response period, to expire July 13, 2007. The \$120 1-month extension fee is paid by the enclosed Fee Transmittal (PTO/SB/17) attached hereto.

06/29/2007 MKAYPAGH 00000139 130010 10589940

01 FC:1463 <sup>200.00 DA</sup>  
(1) Fee

The petition fee of \$200.00 and the one-month extension of time fee of \$120.00 for a total of \$320.00 is paid by the enclosed Fee Transmittal (PTO/SB/17) attached hereto. If any additional fees are due with respect to this Petition and submissions attached hereto, the Examiner is authorized to charge such fees to Madan, Mossman & Sriram, P.C. Deposit Account No. 13-0010 (PET-1013US).

06/29/2007 MKAYPAGH 00000139 130010 10589940

02 FC:1251 <sup>120.00 DA</sup>  
(2) Factual Proof that the Inventor Refuses to Execute the Application

A. A Declaration in Support of Petition for Application Filed Under 37 CFR §1.47(b) signed by Ms. Sarah Irish, and Exhibits A-G is attached thereto;

B. The facts surrounding the efforts to obtain sole inventor David John Parkinson's signature on a Declaration for the subject application and the refusal of Mr. Parkinson to sign the application are established by Ms. Sarah Irish's Declaration attached hereto and the Exhibits referred to therein attached thereto.

1. Sarah Irish is a Patent and Trademark Administrator for N. J. Akers & Co., a law firm in the United Kingdom concerned with patents and trademarks, having a place of business at 7 Ferris Town, Truro, Cornwall TR1 3JG, United Kingdom.
2. Mr. David John Parkinson is the named sole inventor in the above-identified patent application.
3. To Ms. Irish's knowledge (and the knowledge of the undersigned as well), Mr. Parkinson's last known residence address is:

Arodene  
Walton Down  
Walton-in-Gordano  
Clevedon  
North Somerset BS21 7AR

4. On 21 August 2006 Ms. Irish sent to Mr. Parkinson at the above address a letter (copy attached to her Declaration as Exhibit A) asking that he review and sign the Declaration and Power of Attorney for the US attached thereto (copy attached thereto as Exhibit B), and return it to her in an enclosed SAE (self-addressed envelope). This letter and its attachment were delivered to Mr. Parkinson 22 August 2006 as shown on the proof of delivery, Exhibit C.

5. On 6 October 2006 Ms. Irish sent to Mr. Parkinson at his work address:

DPS (Bristol) Ltd  
Serbert Way  
Portishead  
Bristol BS20 7GF

a letter substantially similar to her letter of 21 August, (attached thereto as Exhibit D) asking again that he review and sign the Declaration and Power of Attorney for the US attached thereto (copy attached hereto as Exhibit B), and return it to her in an enclosed SAE. This letter and its attachment were delivered to Mr. Parkinson 10 October 2006 as shown on the proof of delivery, Exhibit E.

6. On 19 October 2006 Ms. Irish sent to Mr. Parkinson an email message at his work address of [davidparkinson@dps-global.com](mailto:davidparkinson@dps-global.com); a copy of the email being attached thereto as Exhibit F. The text of this message was substantially similar to her previous two postal letters of 21 August and 6 October, again asking him to review and sign the Declaration (Exhibit B), an electronic copy of which was attached thereto, and return it to her.
7. On 20 October 2006, she received an email reply from Mr. Parkinson, a copy of which is attached thereto as Exhibit G, where Mr. Parkinson acknowledged

receipt of her 19 October email and refused to sign the Declaration (as well as an assignment for Canada).

8. As of the 10 May 2007 date of her Declaration, Ms. Irish has not received a signed copy of the Declaration from Mr. Parkinson (or any other communication). She and the undersigned must thus conclude that Mr. Parkinson has refused and continues to refuse to sign the Declaration. We would further respectfully ask and petition that based on the above facts and documents that the conclusion be reached that the inventor has refused to sign the application.

(3) Statement of Last Known Address of Inventor

The last known address of the sole inventor David John Parkinson is:

Arodene  
Walton Down  
Walton-in-Gordano  
Clevedon  
North Somerset BS21 7AR

This is consistent with Ms. Irish's Declaration discussed above, and the Declaration by the 37 CFR §1.47(b) Applicant (Manish B. Vyas signing for KCC Group Limited) as agent for the non-signing inventor discussed below.

(4) Declaration by the 37 CFR §1.47(b) Applicant as Agent for the Non-signing Inventor

A Declaration by the 37 CFR §1.47(b) Applicant as agent for the non-signing inventor is provided. This Declaration and Power of Attorney contains an added section thereto for Signature by Person on Behalf of Nonsigning Inventor Who Refuses to Sign and is signed by Mr. Manish B. Vyas. The Declaration is signed by Manish B. Vyas on behalf of and as authorized agent for the non-signing inventor David John Parkinson, and for Applicant KCC Group Limited. That Mr. Vyas is so authorized is supported by the Certification entitled "KCC Group Limited" signed by George Mackie, Director of Finance, Eastern Hemisphere (copy attached hereto as

Exhibit 1). The 37 CFR §1.47(b) Applicant states everything that the inventor would have to state. As will be established below, the property interest rests in KCC Group Limited as assignee.

(5) Proof that the 37 CFR §1.47(b) Applicant Has Sufficient Proprietary Interest in the Application, and

(6) Showing that Acceptance of the Application is Necessary to Preserve the Rights of the Parties

A. The Attorney Advisor's attention is respectfully directed to a photocopy of a 3-page email from non-signing David J. Parkinson to attorney Ashley Giles dated 23 March 2004 14:33 attached hereto as Exhibit H. In the signature block at the end of the email, Mr. Parkinson is identified as "Managing Director DPS Ltd.". That Mr. Giles was DPS' legal counsel is supported by the subject line as "Various urgent patent items", the second paragraph of the email concerning a name change for DPS from "PLC" to "Limited", the specific discussion of three patent applications, and the last paragraph, particularly the sentence, "I hope the above is enough to protect our IP to the next stage and I look forward to receiving your responses."

In particular the Attorney Advisor's attention is respectfully directed to the second invention discussed in the middle of page 2 of 3, which relates to the corresponding UK/GB application for the subject invention herein:

**Patent Application UK No. 0404417.8 – DPS Limited – Cyclone Assembly –  
Your Ref; P101046GB00/RHG**

*Thank you for the work done on this application and we acknowledge receipt of your invoice.*

*With regard to Inventorship and transfer of Patent rights we request you to use the following information:*

*Inventor : David John Parkinson  
Bases of company's rights: : By virtue of employment by said company  
(Italicized emphasis added.)*

UK (GB) Patent Application No. 0404417.8 is the original GB patent application upon which PCT Application PCT/GB05/000718 is based. The subject application

claims priority under 35 U.S.C. §119 to both of these applications. Please see the Declaration discussed above in item (4)

The Applicant respectfully submits that this email from David John Parkinson clearly indicates that he understands himself to be the inventor of the subject invention Cyclone Assembly (and Method for Increasing or Decreasing Flow Capacity of a Cyclone Separator in Use) and that the subject invention was owned by DPS ("Limited" changed from "PLC" as noted previously in the Exhibit H email) by virtue of his own "employment by said company".

B. Also provided herein is a Legal Memorandum establishing that ownership of an invention made by an employee in the normal duties of an employee in the United Kingdom is in the employer, and in particular that the ownership of the subject invention made by David John Parkinson would be awarded to Dynamic Processing Solutions Ltd by a court of competent jurisdiction in the United Kingdom. This Memorandum is made and signed by Mr. Noel J. Akers, a Chartered Patent Attorney in the United Kingdom and Fellow of the Chartered Institute of Patent Attorneys; having fastened thereto Attachment I a certified copy of the Statement of Inventorship of GB 0404417.8 and Attachment II a copy of the UK Patents Act 1977, May 2006 (as Amended) Section 39, p. 30, Section 43, p. 33, Section 130, and pp. 75-76.

The Legal Memorandum by Mr. Akers and the Attachments thereto are provided to establish the unbroken chain of ownership from inventor David John Parkinson to Dynamic Processing Solutions Ltd (DPS) to KCC Group Limited, the present Applicant having sufficient proprietary interest in the application making this Petition. Further, the present application U.S. Serial No. 10/589,940 claims priority to and is based on PCT International Application No. PCT/GB05/00718 and GB Application No. 0404417.8 (the latter upon which the PCT application also depends and claims priority). The Certified Statement of Inventorship (Attachment I) is an official document from the UK Intellectual Property Office that David John Parkinson is considered by it to be the inventor of GB 0404417.8 and that DPS was the owner/applicant of the application at the time of application by virtue of his employment by DPS.



C. Also provided is a Declaration and Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor and Establishing Proprietary Interest for Application Filed Under 37 CFR §1.47(b) signed by Mr. Manish B. Vyas. This Declaration and Statement of Facts has attached thereto:

1. Certificate of KCC Group Limited (Exhibit 1).
2. A copy of the Assignment between DPS (in Administration) and KCC Group Limited (Exhibit 2).
3. A copy of the Agreement dated 1 September 2004 between DPS and KCC Group Limited (Exhibit 3).

D. Further Discussion:

Initial Ownership of Invention by DPS

In accordance with MPEP §409.03(f), attached hereto is also a Legal Memorandum dated 10 May 2007 from Mr. Noel J. Akers that the ownership of any invention made by employees in the United Kingdom in the normal duties of that person may belong to the employer, in view of Sections 39 and 43 of the United Kingdom Patents Act 1977, as amended up to May 2006. Further it is Mr. Akers' opinion that the Patent Court, a court of competent jurisdiction in the United Kingdom, would by weight of its authority in that jurisdiction award all right and title in the subject invention made by Mr. Parkinson in the United Kingdom during his normal duties while employed by Dynamic Processing Solutions Limited (DPS herein) to DPS. A certified copy of statement of inventorship and right to grant of a patent is affixed thereto as Attachment I. Mr. Akers, as a licensed attorney in the United Kingdom has firsthand knowledge of the law therein. A copy (in the English language) of the appropriate statute (being other than the United States statute) is incorporated within Mr. Akers' memorandum (Attachment II). Applicant/Petitioner respectfully submits that Mr. Akers' memorandum and attachments thereto are sufficient to establish that Mr. Parkinson made the subject invention while employed by DPS and that ownership of the invention was in DPS at the time the invention was made.

Further, the Applicant/Petitioner respectfully submits the attached email from David Parkinson to Ashley Giles (copy attached designated Exhibit H) alone (but

also taken together with the Akers' Legal Memorandum) is sufficient to establish the necessary facts that Mr. Parkinson is the sole inventor and that he invented the subject invention while working at DPS, and that DPS owned the subject invention by virtue of his employment as established above at (5)/(6) A.

Present Ownership of Invention by KCC Group Limited, Applicant Herein On Behalf of Nonsigning Sole Inventor

The facts surrounding the present ownership of the invention in KCC Group Limited establishing a proprietary interest in the subject application are as follows:

1. As established in Mr. Vyas' Declaration attached hereto, KCC Group Limited, for which Mr. Vyas is authorized to sign, has a proprietary interest in the subject invention. KCC Group Limited has a *bona fide* intent and plan to disclose, publicize, market and otherwise commercialize the invention described and claimed in the subject patent application to potential customers within the United States as soon as possible after the subject patent application is accepted. Such disclosure, publicity and marketing without acceptance by the United States Patent and Trademark Office would jeopardize the rights of the parties herein – the owners of the rights in the invention. A primary reason for the ownership of the rights in an invention is to commercially exploit it, and such exploitation of the claimed invention herein is the intent of the owner KCC Group Limited. This intent and plan to disclose, publicize and market the invention described and claimed in the subject patent application to potential customers within the United States constitutes a firm plan for commercialization of the subject matter of the subject application.
2. Mr. Vyas is authorized to sign the Declaration by a Person Signing on Behalf of the Nonsigning Inventor Establishing Proprietary Interest on behalf of KCC Group Limited, by virtue of the Certificate of KCC Group Limited signed by Mr. George Mackie, Director of Finance, Eastern Hemisphere, on January 30, 2006, attached thereto as Exhibit 1.
3. DPS, the original owner of the subject invention as established above by Mr. Akers' legal memorandum and/or Exhibit H, has assigned all rights in the subject invention to KCC Group Limited. As proof of this assignment,



attached hereto is a copy of the Assignment between DPS (in Administration) and KCC Group Limited (Exhibit 2) wherein DPS assigned to KCC Group Limited full title and exclusive benefit of the Invention in the United Kingdom and throughout the world, the Invention being the applications in the Schedule attached thereto, which include "Cyclone assembly and method for increasing or decreasing flow capacity of a cyclone separator in use", the same Apparatus for Enhancing Solubility invention described in the application herein, reciting application number GB0404417.8 to which the subject application claims priority.

4. As further evidence of the ownership of the invention by KCC Group Limited, also attached hereto is a copy of an Agreement (Exhibit 3) dated 1 September 2004 between DPS and KCC Group Limited, where DPS agreed to sell and KCC Group Limited agreed to buy the Assets of DPS, which include the Intellectual Property Rights thereof. The Intellectual Property Rights of DPS sold to KCC Group Limited include those on Schedule 1 attached thereto including United Kingdom Application Number 0404417.8 also identified as "Pop Up".
5. Thus, it is respectfully submitted that by virtue of the transmission of ownership from inventor Mr. Parkinson to DPS to KCC Group Limited, for which entity Mr. Vyas is authorized to sign, he is authorized to sign this Statement on behalf of KCC Group Limited, Applicant/Petitioner herein which has sufficient proprietary interest to make the subject application for the nonsigning inventor. Mr. Vyas' relationship to the inventor is an authorized agent of the current Owner/Assignee of the invention, KCC Group Limited, as assigned to them by the original owner DPS, who owned and held title to the invention by virtue of the inventor's employment of Mr. Parkinson at the time the invention was made and by virtue of United Kingdom law, and as admitted by Mr. Parkinson himself in the email of Exhibit H.

Prayer for Relief

In view of these facts, the Applicant/Petitioner KCC Group Limited respectfully petitions that the United States Patent and Trademark Office accept the application because the inventor has refused to sign, and accept the application on behalf of one showing sufficient proprietary interest in the matter justifying such action, necessary to preserve the rights of said party.

The PTO Attorney Advisor is invited to call the undersigned attorney for any reason, including helping expedite the granting of this Petition, or if there are any questions.

Respectfully submitted,

Date: JUNE 27, 2007



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David L. Mossman  
Reg. No. 29,570  
Attorney for Applicant/Petitioner  
Madan, Mossman & Sriram, P.C.  
2603 Augusta  
Suite 2603  
Houston Texas 77057  
Phone: 512/219-4026  
Facsimile: 512/219-4036  
Email: [dmossman@madanlaw.com](mailto:dmossman@madanlaw.com)



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office  
 Address: COMMISSIONER FOR PATENTS  
 P.O. Box 1450  
 Alexandria, Virginia 22313-1450  
 www.uspto.gov

U.S. APPLICATION NUMBER NO.	FIRST NAMED APPLICANT	ATTY. DOCKET NO.
10/589,940	David John Parkinson	KCC-030815 (PCT-1018US)

INTERNATIONAL APPLICATION NO.
PCT/GB05/00718

I.A. FILING DATE	PRIORITY DATE
02/25/2005	02/27/2004

64065  
 CAMERON INTERNATIONAL CORPORATION  
 P.O. BOX 1212  
 HOUSTON, TX 77251-1212

RECEIVED  
 APR 16 2007  
 Cameron International  
 Patent Section

CONFIRMATION NO. 2364

371 FORMALITIES LETTER



\*OC000000023363784\*

Date Mailed: 04/13/2007

### NOTIFICATION OF MISSING REQUIREMENTS UNDER 35 U.S.C. 371 IN THE UNITED STATES DESIGNATED/ELECTED OFFICE (DO/EO/US)

The following items have been submitted by the applicant or the IB to the United States Patent and Trademark Office as a Designated / Elected Office (37 CFR 1.495).

- Copy of the International Application filed on 08/18/2006
- Copy of the International Search Report filed on 08/18/2006
- Preliminary Amendments filed on 08/18/2006
- U.S. Basic National Fees filed on 08/18/2006
- Priority Documents filed on 08/18/2006
- Specification filed on 08/18/2006
- Claims filed on 08/18/2006
- Abstracts filed on 08/18/2006
- Drawings filed on 08/18/2006

The following items **MUST** be furnished within the period set forth below in order to complete the requirements for acceptance under 35 U.S.C. 371:

- Oath or declaration of the inventors, in compliance with 37 CFR 1.497(a) and (b), identifying the application by the International application number and international filing date.

**ALL OF THE ITEMS SET FORTH ABOVE MUST BE SUBMITTED WITHIN TWO (2) MONTHS FROM THE DATE OF THIS NOTICE OR BY 32 MONTHS FROM THE PRIORITY DATE FOR THE APPLICATION, WHICHEVER IS LATER. FAILURE TO PROPERLY RESPOND WILL RESULT IN ABANDONMENT.**

The time period set above may be extended by filing a petition and fee for extension of time under the provisions of 37 CFR 1.136(a).

Applicant is reminded that any communications to the United States Patent and Trademark Office must be mailed to the address given in the heading and include the U.S. application no. shown above (37 CFR 1.5)

Registered users of EFS-Web may alternatively submit their reply to this notice via EFS-Web.  
<https://sportal.uspto.gov/authenticate/AuthenticateUserLocalEPF.html>

For more information about EFS-Web please call the USPTO Electronic Business Center at 1-866-217-9197 or visit our website at <http://www.uspto.gov/ebc>.

**If you are not using EFS-Web to submit your reply, you must include a copy of this notice.**

DEBORAH D WILLIAMS

Telephone: (703) 308-9140 EXT 205

**PART 1 - ATTORNEY/APPLICANT COPY**

U.S. APPLICATION NUMBER NO.	INTERNATIONAL APPLICATION NO.	ATTY. DOCKET NO.
10/589,940	PCT/GB05/00718	KCC-030815 (PCT-1018US)

FORM PCT/DO/EO/905 (371 Formalities Notice)

Effective on 12/08/2004.

Fees pursuant to the Consolidated Appropriations Act, 2005 (H.R. 4818).

# FEE TRANSMITTAL

## For FY 2007

☐ Applicant claims small entity status. See 37 CFR 1.27

**TOTAL AMOUNT OF PAYMENT** (\$) 320.00

### Complete if Known

Application Number	10/589,940
Filing Date	25 Feb. 2005
First Named Inventor	David John Parkinson
Examiner Name	
Art Unit	1724
Attorney Docket No.	KCC-030815 (PET-1018US)

### METHOD OF PAYMENT (check all that apply)

☐ Check ☐ Credit Card ☐ Money Order ☐ None ☐ Other (please identify): \_\_\_\_\_

☒ Deposit Account Deposit Account Number: 13-0010 Deposit Account Name: Madan, Mossman & Sriram

For the above-identified deposit account, the Director is hereby authorized to: (check all that apply)

☒ Charge fee(s) indicated below

☐ Charge fee(s) indicated below, except for the filing fee

☒ Charge any additional fee(s) or underpayments of fee(s) under 37 CFR 1.16 and 1.17

☒ Credit any overpayments

**WARNING:** Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

### FEE CALCULATION

#### 1. BASIC FILING, SEARCH, AND EXAMINATION FEES

Application Type	FILING FEES		SEARCH FEES		EXAMINATION FEES		Fees Paid (\$)
	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)	
Utility	300	150	500	250	200	100	
Design	200	100	100	50	130	65	
Plant	200	100	300	150	160	80	
Reissue	300	150	500	250	600	300	
Provisional	200	100	0	0	0	0	

#### 2. EXCESS CLAIM FEES

##### Fee Description

Each claim over 20 (including Reissues)

Fee (\$)	Small Entity Fee (\$)
50	25
200	100
360	180

Each independent claim over 3 (including Reissues)

Multiple dependent claims

**Total Claims**      **Extra Claims**      **Fee (\$)**      **Fee Paid (\$)**

\_\_\_\_\_ - 20 or HP = \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

HP = highest number of total claims paid for, if greater than 20.

**Indep. Claims**      **Extra Claims**      **Fee (\$)**      **Fee Paid (\$)**

\_\_\_\_\_ - 3 or HP = \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

HP = highest number of independent claims paid for, if greater than 3.

**Multiple Dependent Claims**  
**Fee (\$)**      **Fee Paid (\$)**

#### 3. APPLICATION SIZE FEE

If the specification and drawings exceed 100 sheets of paper (excluding electronically filed sequence or computer listings under 37 CFR 1.52(e)), the application size fee due is \$250 (\$125 for small entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s).

<b>Total Sheets</b>	<b>Extra Sheets</b>	<b>Number of each additional 50 or fraction thereof</b>	<b>Fee (\$)</b>	<b>Fee Paid (\$)</b>
_____ - 100 = _____	_____ / 50 = _____	(round up to a whole number) x _____	= _____	= _____

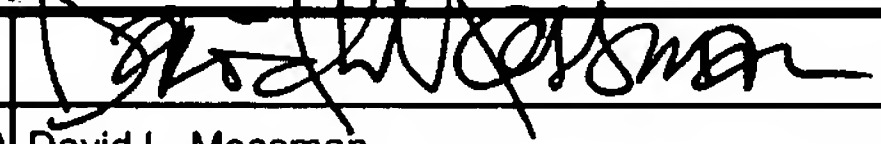
#### 4. OTHER FEE(S)

Non-English Specification, \$130 fee (no small entity discount)

Other (e.g., late filing surcharge): Petition Fee 37 CFR 1.17(g) [1463]+1 mo. ext. fee 1.17(a)(1)[1251]
**Fees Paid (\$)**

320.00

#### SUBMITTED BY

Signature		Registration No. (Attorney/Agent) 29,570	Telephone 512/219-4026
Name (Print/Type)	David L. Mossman	Date 06/27/2007	

This collection of information is required by 37 CFR 1.136. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:	:	OFFICIAL
David John Parkinson	:	
Serial No.: 10/589,940	:	
PCT No.: PCT/GB05/00718	:	Group Art Unit:
International Filing Date: 25 Feb. 2005	:	
Priority Date: 27 February 2004	:	Examiner:
For: CYCLONE ASSEMBLY AND	:	
METHOD FOR INCREASING	:	Docket No.: KCC-030815 (PET-1018US)
OR DECREASING FLOW	:	
CAPACITY OF A CYCLONE	:	
SEPARATOR IN USE	:	

DECLARATION IN SUPPORT OF PETITION  
FOR APPLICATION FILED UNDER 37 CFR §1.47(b)

Mail Stop PCT  
Commissioner for Patents  
Office of PCT Legal Administration  
P. O. Box 1450  
Alexandria, Virginia 22313-1450

This is a Declaration in support of a Petition for acceptance of a Declaration and Power of Attorney filed by a person having sufficient proprietary interest in this matter justifying such action as agent on behalf of a non-signing sole inventor. In support of the Petition, the following supporting facts are presented:

I hereby certify that this correspondence, and any attachments referred to, is being deposited with the United States Postal on this 21<sup>st</sup> day of JUNE 2007 in an envelope as "Express Mail Post Office to Addressee" Mailing Label No. EV 83582388US addressed to: Mail Stop PCT, Commissioner for Patents, Office of PCT Legal Administration, P.O. Box 1450, Alexandria, Virginia 22313-1450

JUNE 21, 2007  
Date of Deposit

David L. Mossman 6.27.2007  
David L. Mossman Date




1. I, Sarah Irish, am a Patent Assistant for N. J. Akers & Co., a law firm in the United Kingdom concerned with patents and trademarks, having a place of business at the address below my signature *infra*.
2. Mr. David John Parkinson is the named sole inventor in the above-identified patent application.
3. My efforts to have Mr. Parkinson sign the subject Declaration are as follows:
4. To my knowledge, Mr. Parkinson's last known residence address is:  
Arodene  
Walton Down  
Walton-in-Gordano  
Clevedon  
North Somerset BS21 7AR
5. On 21 August 2006 I sent to Mr. Parkinson at the above address a letter (copy attached hereto as Exhibit A) asking that he review and sign the Declaration and Power of Attorney for the US attached thereto (copy attached hereto as Exhibit B), and return it to me in an enclosed SAE (self-addressed envelope). This letter and its attachment were delivered to Mr. Parkinson 22 August 2006 as shown on the proof of delivery, Exhibit C.
6. On 6 October 2006 I sent to Mr. Parkinson at his work address:  
DPS (Bristol) Ltd  
Serbert Way  
Portishead  
Bristol BS20 7GF  
a letter substantially similar to my letter of 21 August, (attached hereto as Exhibit D) asking again that he review and sign the Declaration and Power of Attorney for the US attached thereto (copy attached hereto as Exhibit B), and return it to me in an enclosed SAE. This letter and its attachment were delivered to Mr. Parkinson 10 October 2006 as shown on the proof of delivery, Exhibit E.
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attached hereto as Exhibit F. The text of this message was substantially similar to my previous two postal letters of 21 August and 6 October, again asking him to review and sign the Declaration (Exhibit B), an electronic copy of which was attached thereto, and return it to me.

8. On 20 October 2006, I received an email reply from Mr. Parkinson, a copy of which is attached hereto as Exhibit G, where Mr. Parkinson effectively acknowledged receipt of my 19 October email and effectively refused to sign the Declaration.
9. As of the date of this Declaration below next to my signature, I have not received a signed copy of the Declaration from Mr. Parkinson (or any other communication). I conclude that Mr. Parkinson continues to refuse to sign the Declaration.
10. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patent issued thereon. Further Declarant sayeth not.

Respectfully submitted,

Date: 10 May, 2007

  
\_\_\_\_\_  
Sarah Irish  
Patent Assistant  
N. J. Akers & Co.  
7 Ferris Town  
Truro  
Cornwall TR1 3JG  
United Kingdom  
Tel: (44) 1872 266810  
Fax: (44) 1872 262611

## DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As the below named inventor, I hereby declare that:

My residence, post office address and citizenship are stated below my name.

I believe that I am the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled "**Cyclone Assembly and Method for Increasing or Decreasing Flow Capacity of a Cyclone Separator in Use**" the specification of which was previously submitted under 35 USC 371, with an international filing date of **February 25, 2005**, and assigned **Serial No. 10/589,940**.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Sec. 1.56 (a).

I hereby claim foreign priority benefits under Title 35, United States Code, Sec. 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

### PRIOR FOREIGN APPLICATION(S)

NUMBER	COUNTRY	(DAY/MONTH/YEAR FILED) PRIORITY CLAIMED	YES	NO
PCT/GB05/000718	WO	25 February 2005	XX	
0404417.8	GB	27 February 2004	XX	

I hereby claim benefit under Title 35, U.S.C., Sec. 120 of any United States application or under Title 35, U.S.C., Section 119(e) of any provisional application listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in any prior United States application in the manner provided by the first paragraph of Title 35, U.S.C., Sec. 112. I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

SERIAL NO.	FILING DATE	STATUS
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I hereby appoint the attorneys associated with **Customer No. 64065**, as my attorneys with full power of substitution and revocation to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Please address all correspondence regarding this application to:

**Customer No. 64065**  
Patent Services Department  
Cameron International Corporation  
P.O. Box 1212  
Houston, Texas 77251-1212

Direct all telephone calls to David L. Mossman at (512) 219-4026.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Sec. 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

First Named Inventor:	<b>David John Parkinson</b>
Residence:	Arodene, Walton-in-Gordano Clevedon, North Somerset BS21 7AR Great Britain
Post Office Address:	Same
Citizen Of:	Great Britain
Date	<u>May 30, 2007</u>  <b>David John Parkinson</b> (Manish Vyas in Mr. Parkinson's absence)

ADDED SECTION TO COMBINED DECLARATION AND  
POWER OF ATTORNEY FOR SIGNATURE BY PERSON ON BEHALF OF  
NONSIGNING INVENTORS WHO REFUSE TO SIGN

I, Manish B. Vyas, hereby declare that:

- I. I am a citizen of the United States residing at 8526 Bright Grove Ct.; Houston, TX 77095.
- II. Upon information and belief, I am a person with sufficient proprietary interest in the subject application, as established by a separate Declaration and Statement of Facts in Support of Filing on Behalf of a Nonsigning Inventor and Establishing Proprietary

Interest for Application Filed Under 37 CFR §1.47(b) attached hereto.

III. By virtue of this proprietary interest, I sign this Declaration on behalf of, and as agent for:

**David John Parkinson**, nonsigning inventor who refused to sign.

Country of citizenship of David John Parkinson: Great Britain

Last known address of David John Parkinson:

Arodene, Walton-in-Gordano

Clevedon, North Somerset BS21 7AR

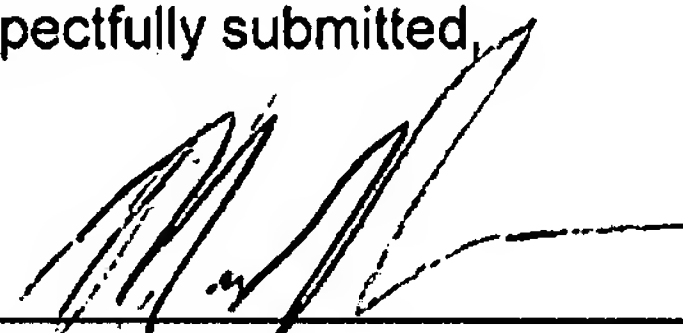
Great Britain

IV. Upon information and belief, I aver those facts that the inventors are required to state, set forth above, and further state that my relationship to the inventors, required by 37 CFR §1.64(b), is a person with sufficient proprietary interest in the subject application to sign on their behalf, as a person authorized and empowered to sign documents on behalf of Applicant KCC Group Limited.

V. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patent issued thereon. Further Declarant sayeth not.

Date: May 30, 2007

Respectfully submitted,



Manish B. Vyas  
Reg. No. 54,516

Manager, Patent Services  
Authorized agent for KCC Group Limited  
P.O. Box 1212  
Houston TX 77251

Tel: (713) 939-2343  
Fax: (713) 939-2856  
Manish.Vyas@c-a-m.com

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: : **OFFICIAL**  
David John Parkinson :  
Serial No.: 10/589,940 :  
PCT No.: PCT/GB05/00718 : Group Art Unit:  
International Filing Date: 25 Feb. 2005 :  
Priority Date: 27 February 2004 : Examiner:  
For: CYCLONE ASSEMBLY AND :  
METHOD FOR INCREASING : Docket No.: KCC-030815 (PET-1018US)  
OR DECREASING FLOW :  
CAPACITY OF A CYCLONE :  
SEPARATOR IN USE :

**DECLARATION AND STATEMENT OF FACTS IN SUPPORT OF FILING ON  
BEHALF OF NONSIGNING INVENTORS AND ESTABLISHING PROPRIETARY  
INTEREST FOR APPLICATION FILED UNDER 37 CFR §1.47(b)**

Mail Stop PCT  
Commissioner for Patents  
Office of PCT Legal Administration  
P. O. Box 1450  
Alexandria, Virginia 22313-1450

I, Manish B. Vyas, hereby declare that:

Statement of Facts in Support of Filing on Behalf of the Nonsigning Inventors

Upon information and belief, I am signing on behalf of the non-signing inventors and I am a person showing a sufficient proprietary interest for the

I hereby certify that this correspondence, and any attachments referred to, is being deposited with the United States Postal on this 27th day of June 2007 in an envelope as "Express Mail Post Office to Addressee" Mailing Label No. EV835823888US addressed to: Mail Stop PCT, Commissioner for Patents, Office of PCT Legal Administration, P.O. Box 1450, Alexandria, Virginia 22313-1450

JUNE 27, 2007  
Date of Deposit

  
David L. Mossman

6.27.2007  
Date



Applicant KCC Group Limited; thus I recite facts as to why this action was necessary to preserve the rights of the parties.

Upon information and belief, I attest that KCC Group Limited, for which I am authorized to sign, has a *bona fide* intent and plan to disclose, publicize, market and otherwise commercialize the invention described and claimed in the subject patent application to potential customers within the United States as soon as possible after the subject patent application is accepted. Such disclosure, publicity and marketing without acceptance by the United States Patent and Trademark Office would jeopardize the rights of the parties herein – the owners of the rights in the invention.

Upon information and belief, I understand that a primary reason for the ownership of the rights in an invention is to commercially exploit it, and such exploitation of the claimed invention herein is the intent of the owner KCC Group Limited.

Upon information and belief, I respectfully submit that the intent and plan to disclose, publicize and market the invention described and claimed in the subject patent application to potential customers within the United States constitutes a firm plan for commercialization of the subject matter of the subject application.

Statement by a Person Signing on Behalf of the Nonsigning Inventors Establishing Proprietary Interest


Upon information and belief, I attest that by virtue of the attached copy of the Certificate of KCC Group Limited signed by George Mackie, Director of Finance, Eastern Hemisphere, on January 30, 2006, attached hereto as Exhibit 1, I am authorized to sign the attached Declaration and Power of Attorney for Patent Application on the above-identified application on behalf of the nonsigning inventors and make this statement as to the facts establishing my proprietary interest by virtue of the Certificate.

Upon information and belief, I attest that my relationship to the inventors is an authorized agent of the current owner of the invention, KCC Group Limited.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patent issued thereon. Further Declarant sayeth not.

Respectfully submitted,

Date: May 30, 2007

  
\_\_\_\_\_  
Manish B. Vyas  
Reg. No. 54,516  
Manager, Patent Services  
Authorized agent for KCC Group  
Limited  
P.O. Box 1212  
Houston TX 77251  
Tel: 713.939.2343  
Fax: 713.939.2856  
Manish.Vyas@c-a-m.com

## LEGAL MEMORANDUM

### Rights of employers to employee's inventions under the Patent Law of the United Kingdom

This Legal Memorandum has been prepared by Noël James Akers, a Chartered Patent Attorney in the United Kingdom and Fellow of the Chartered Institute of Patent Attorneys. Mr. Akers is also a Registered Patent Attorney in the United Kingdom, having been entered on the Register in 1989 following successful completion of the appropriate examinations and training period. He has practiced patent law in the United Kingdom continuously since his entry on the Register.

#### Summary of relevant provisions of UK law

The law of the United Kingdom governing the ownership of inventions made by employees during the term of their employment is the United Kingdom Patents Act 1977, as amended up to May 2006 (hereafter 'the Act'). In particular, Section 39 of the Act in relevant part provides as follows:

- (1) *Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purpose of this Act and all other purposes if –*
  - a. *it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or*
  - b. *the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising*

*from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.*

*(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.*

Section 39 of the Act relates to any inventions made after June 1, 1978, as provided for by section 43(1) of the Act.

Further, section 43(2) provides that section 39 governs the ownership of any inventions made by employees that are:

- (a) mainly employed in the United Kingdom; or
- (b) not mainly employed anywhere or whose place of employment could not be determined, but whose employer had a place of business in the United Kingdom to which the employee was attached, whether or not he was also attached elsewhere.

In the light of the provisions of section 43, a person employed by a company in the United Kingdom and having their place of work at a location or site of that company in the United Kingdom falls within the provisions of section 39 of the Act.

Under the provisions of section 130(1) of the Act, a person is an employee if he works under a contract of employment.

The provisions of section 39(1) of the Act require a two-fold test to be applied. First, it is necessary to examine the duties of the employee, that is the normal duties of that person, such as are defined in the contract of employment, or duties that may have been specially assigned to that person. Inventions arising out of the normal duties of the employee or those specially assigned may belong to the employer. Thus, for example, in the case of an engineer employed in the design and development of improved engineering equipment and processes of the employer, any improvements to the employer's technology will likely arise from the normal duties of the employee. Only in the case that the invention is made by the employee embarking upon a course of action wholly outside their normal or assigned duties can the rights to the invention vest in the employee.

Second, it is necessary to establish whether or not an invention, once made in the course of the normal or assigned duties of the employee, could reasonably have been expected to arise. This test will be fact dependent. In the main, an employee with normal duties to develop new or improved technology should reasonably be expected to make inventions. In contrast, it has been held that a person employed purely as a salesman does not ordinarily have the duty of applying his mind to solving technical problems in the products being sold (*Harris's Patent* [1985] RPC 19).

Under section 39(1)(a) of the Act, if the invention arose as part of the normal or assigned duties of the employee and could reasonably have been expected to arise as a result of those duties being carried out, all right and title in the invention vests in the employer.

The employee may be held to have a particular or special obligation to further the interests of the employer. In general, senior managers and executives within the employer's organization will have increasing responsibilities and obligations to develop the interests of the employer's business. Section 39(1)(b) of the Act provides that an invention made in the course of the normal or specially assigned duties of an employee with such obligations belongs to the employer. The rights vest in the employer regardless of whether or not the invention could reasonably have been foreseen, in such a situation.

**Entitlement to United States of America Patent Application No. US 10/589,940 and the invention claimed therein**

United States of America patent application number US 10/589, 940 is derived from international patent application number PCT/GB2005/000718, which in turn claims priority from United Kingdom patent application number 0404417.8 having a filing date of 27 February, 2004.

It is understood the invention claimed in United States of America patent application number US 10/589, 940 was made by David John Parkinson in the period leading up to the filing of the United Kingdom priority application, that is in the months preceding

February 2004. Accordingly, the invention is one made after 1 June, 1978, and thus falls within the provisions of section 39 of the Act.

It is further understood that Mr. Parkinson was formally engaged under contract with Dynamic Processing Solutions Plc (hereafter 'DPS'), an English company, and was employed at the DPS site in Bristol, United Kingdom. Accordingly, it follows that Mr. Parkinson meets the provisions of section 43(2) of the Act as being a person mainly employed in the United Kingdom. It follows that ownership of the invention of United States of America patent application number US 10/589, 940 is governed by section 39 of the Act.

It is understood that at the time he made the invention of United States of America patent application number US 10/589, 940, Mr. Parkinson was the Managing Director of DPS. The stated aims and objectives of the company were to the development of improved materials handling processes and technology. The duties of Mr. Parkinson would necessarily have required him to be involved in the research and development of new technology and the invention of United States of America patent application number US 10/589, 940 arose from carrying out such duties.

The research and development of new process technology is a task that is reasonably expected to result in the making of one or more inventions. Accordingly, it follows that the requirements of section 39(1)(a) of the Act are met, namely that Mr. Parkinson made the invention of United States of America patent application number US 10/589,940 in the course of his normal duties and that those duties were such that an invention would reasonably be expected to result from carrying out those duties. It is this concluded that, by virtue of section 39(1)(a) of the Act, all right and title in the invention vested in DPS.

The foregoing notwithstanding, as Managing Director of DPS, Mr. Parkinson had a particular and special interest to further the interests of DPS. Accordingly, under the provisions of section 39(1)(b) of the Act, all right and title in the invention of United States of America patent application number US 10/589, 940 vested in DPS.

Confirmation of the above conclusions is to be found in the file wrapper of the priority application, GB 0404417.8. The statement of inventorship and of right to grant of a patent dated 31 March, 2004, and filed on behalf of DPS by its agent on 1 April,



2004, with the United Kingdom Patent Office in respect of the priority application names David John Parkinson as the sole inventor. The statement of inventorship and of right to grant of a patent specifically states that the applicant, DPS, derived the right from the inventor, Mr. Parkinson, to be granted a patent as follows:

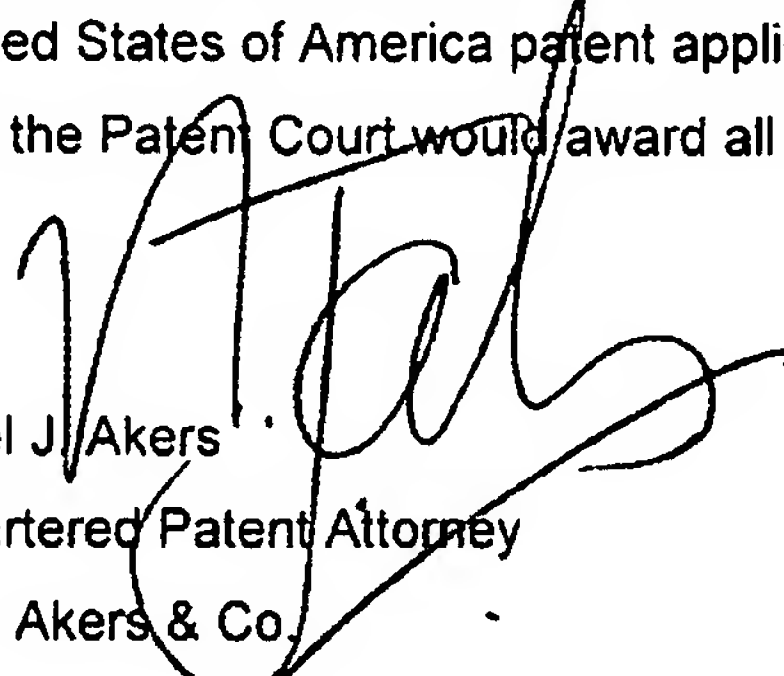
*By virtue of the inventor's employment by the applicant company*

A copy of the statement of inventorship is contained in Attachment I hereto.

The United Kingdom Patent Office will have provided Mr. Parkinson, as a named inventor, with a copy of the statement of inventorship filed in respect of the priority application, in order to alert him to the statements being made and provide him with an opportunity to challenge the entitlement to the patent. No such challenge was filed by Mr. Parkinson.

The statement of inventorship thus confirms the above conclusions that all rights and title in the invention described and claimed in United States of America patent application number US 10/589, 940 vested in DPS.

Issues relating to the ownership of and title in inventions arising under section 39 of the Act fall within the jurisdiction of the Patent Court, a division of the English High Court, Chancery Division. Having regard to the requirements of section 39 of the Act and the related sections, as set out above, the relevant case law of the Patent Court and higher courts, and the facts relating to the invention described and claimed in United States of America patent application number US 10/589, 940 it is concluded that the Patent Court would award all right and title to DPS.

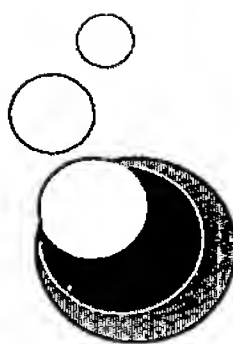


Noël J. Akers  
Chartered Patent Attorney  
N.J. Akers & Co.

10 May, 2007

**N.J. AKERS & CO**

Chartered Patent Attorneys  
European Patent & Trade Mark Attorneys



7 Ferris Town

Truro

Cornwall, TR1 3JG

UNITED KINGDOM

Tel: +44 (0) 1872 266 810

Fax: +44 (0) 1872 262 611

Email: [mail@njakers.com](mailto:mail@njakers.com)

Web: [www.njakers.com](http://www.njakers.com)

## **Exhibit A**

Mr. David Parkinson  
Arodene  
Walton Down  
Walton-in-Gordano  
Clevedon  
North Somerset  
BS21 7AR

Via special delivery

21 August, 2006

Dear Mr. Parkinson

Our firm represents Cooper Cameron, Petreco International and KCC Group Limited with regard to Intellectual Property including various patent matters.

Further to recent correspondence we would be most grateful if you could review and sign appropriately the enclosed assignment document for Canada and combined Declaration and Power of Attorney for the US. As you may be aware these documents are required under Canadian and American law respectively for patents filed in Canada and the United States of America.

Please could you sign the documents as indicated and return to us via the enclosed SAE as a matter of some urgency. If you have any queries regarding this document please do not hesitate to contact Mr. Noel Akers of this office.

Your assistance in this matter is greatly appreciated.

Yours sincerely

Sarah Irish

Encl: Assignment  
Power of Attorney

## Exhibit B

Docket No. DPS-030815US  
PET-1018

### DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As the below named inventor, I hereby declare that:

My residence, post office address and citizenship are stated below my name.

I believe that I am the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled "**Cyclone Assembly and Method for Increasing or Decreasing Flow Capacity of a Cyclone Separator in Use**" the specification of which is being submitted under 35 USC 371, with an internationally filing date of February 25, 2005.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Sec. 1.56 (a).

I hereby claim foreign priority benefits under Title 35, United States Code, Sec. 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

#### PRIOR FOREIGN APPLICATION(S)

NUMBER	COUNTRY	(DAY/MONTH/YEAR FILED) PRIORITY CLAIMED	YES	NO
PCT/GB05/000718	WO	25 February 2005	XX	
0404417.8	GB	27 February 2004	XX	

I hereby claim benefit under Title 35, U.S.C., Sec. 120 of any United States application or under Title 35, U.S.C., Section 119(e) of any provisional application listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in any prior United States application in the manner provided by the first paragraph of Title 35, U.S.C., Sec. 112. I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

SERIAL NO.	FILING DATE	STATUS
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We hereby appoint the Practitioners named below:

- |  |  |
|--|--|
| 1. Manish Vyas, Reg. No. 54,516        | 2. Peter Bielinski, Reg. No. 29,282    |
| 3. David L. Mossman, Reg. No. 29,570   | 4. Paul S. Madan, Reg. No. 33,011      |
| 5. Kaushik P. Sriram, Reg. No. 43,150  | 6. Gene L. Tyler, Reg. No. 35,595      |
| 7. Chandran D. Kumar, Reg. No. 48,679  | 8. Randall C. Furlong, Reg. No. 35,144 |
| 9. Barbara J. Tribble, Reg. No. 31,670 |  |

Please address all correspondence regarding this application to:

**Customer No. 64065**  
Patent Services Department  
Cooper Cameron Corporation  
P.O. Box 1212  
Houston, Texas 77251-1212

Direct all telephone calls to David L. Mossman at (512) 219-4026.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Sec. 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Named Inventor: **David John Parkinson**

Residence: Arodene  
Walton Down  
Walton-in-Gordano  
Clevedon BS21 7AR  
Great Britain

Post Office Address: Same

Citizen Of: Great Britain

\_\_\_\_\_  
Date

\_\_\_\_\_  
**David John Parkinson**



## Exhibit C

K20130PCT US  
K20130PCT CA

DP.

# Track & Trace

Please enter your 13 digit reference number

e.g. AA 0001 0001 9GB

ZV158223154GB

Track item

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Up to £1,000

Up to £2,500

Write your address below

Hand this label and your package in at a Post Office® branch

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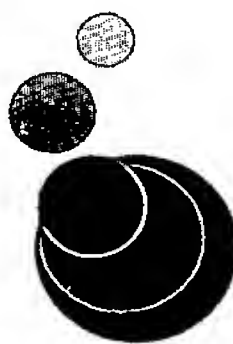
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**N.J. AKERS & CO**

Chartered Patent Attorneys  
European Patent & Trade Mark Attorneys



7 Ferris Town

Truro

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UNITED KINGDOM

Tel: +44 (0) 1872 266 810

Fax: +44 (0) 1872 262 611

Email: [mail@njakers.com](mailto:mail@njakers.com)

Web: [www.njakers.com](http://www.njakers.com)

## **Exhibit D**

Mr. David Parkinson  
C/o DPS (Bristol) Ltd  
Serbert Way  
Portishead  
Bristol  
BS20 7GF

Via special delivery

6 October, 2006

Dear Mr. Parkinson

Our firm represents Cooper Cameron, Petreco International and KCC Group Limited with regard to Intellectual Property including various patent matters.

Further to my letter sent to your home address we would be most grateful if you could review and sign appropriately the enclosed assignment document for Canada and combined Declaration and Power of Attorney for the US. As you may be aware these documents are required under Canadian and American law respectively for patents filed in Canada and the United States of America.

Please could you sign the documents as indicated and return to us via the enclosed SAE as a matter of some urgency. If you have any queries regarding this document please do not hesitate to contact Mr. Noel Akers of this office.

Your assistance in this matter is greatly appreciated.

Yours sincerely

Sarah Irish

Encl: Assignment  
Power of Attorney

## Exhibit E

### Track & Trace

Please enter your 13 digit reference number  
e.g. AA 0001 0001 9GB

ZV285606536GB

**Track item**

How to find your reference number

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Your item with reference ZV285606536GB was delivered from our PORTISHEAD Delivery Office on 10/10/06

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We can confirm that this item was delivered before the guaranteed time

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**special delivery**

guaranteed by 1pm

**next day**

Name

DAVID PARKINSON

Address

101 S. 15th St.

PORTISHEAD

Postcode

BS12 0JF

Moneyback guarantee for delay. You can claim compensation of up to £500 for lost or damaged items.

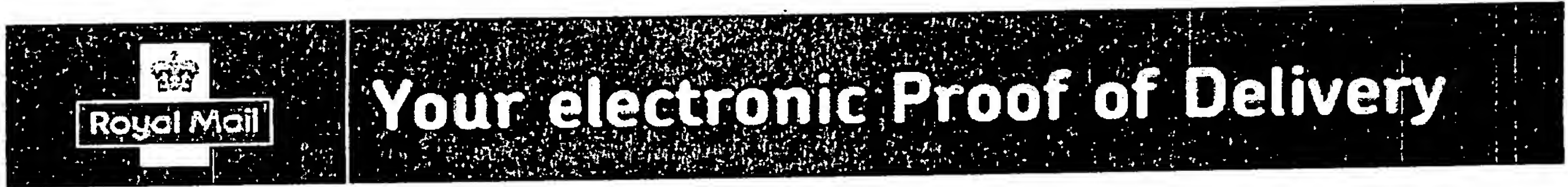
• Tick if you want a higher than standard compensation limit (this costs more)

Tick one level Up to £1,000 Up to £2,500

• Write your address below

• Hand this label and your package in at a Post Office branch

Ref: ZV 2856 0653 6GB



Your item with reference ZV285606536GB was delivered from our PORTISHEAD Delivery Office on 10/10/06 .

Electronic Proof of Delivery for your item

<p>ZV 2856 0653 6GB SD 1pm</p>	<p>Time</p> <p>Check time &amp; sign</p> <p>Print Name</p> <p><i>L. Borge</i></p> <p><i>L. Borge</i></p>
--------------------------------	--

Close window

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## Exhibit F

**Sarah Irish**

---

**From:** Sarah Irish [irish@njakers.com]  
**Sent:** 19 October 2006 15:20  
**To:** 'davidparkinson@dps-global.com'  
**Subject:** Assignment

Dear Mr. Parkinson,

Our firm represents Cooper Cameron, Petreco International and KCC Group Limited with regard to intellectual property including various patent matters.

Further to my letter to your home address dated 21<sup>st</sup> August, 2006, and to DPS (Bristol) dated 6<sup>th</sup> October, 2006, delivered on 10<sup>th</sup> October, 2006, we would be most grateful if you could review and sign appropriately the attached assignment document for Canada and combined Declaration and Power of Attorney for the US. As you may be aware, these documents are required under Canadian and American law respectively for patents filed in Canada and the United States of America.

Please could you indicate if you are in a position to sign these documents, and if so, when we might expect to receive these documents back?

Kind regards,

Sarah Irish

N.J Akers and Co  
Carines, Cubert  
Newquay  
Cornwall, TR8 5ET  
United Kingdom

Tel: +44 (0) 1637 831405  
Fax: +44 (0) 1637 831409

Email: [irish@njakers.com](mailto:irish@njakers.com)  
Web: [www.njakers.com](http://www.njakers.com)

This e-mail and any attachments are strictly confidential and intended for the addressee only. If you are not the named addressee you must not disclose, copy or take any action in reliance of this transmission and you should notify us as soon as possible.

19/10/2006



**Exhibit G****Sarah Irish**

---

**From:** David Parkinson [davidparkinson@dps-global.com]  
**Sent:** 20 October 2006 02:22  
**To:** Sarah Irish  
**Subject:** RE: Assignment

Dear Sarah,

I have received several request of this nature from your firm in the past, as mentioned before I have taken legal advice on this issue, I did not sell these patents to KCC or anyone else, this was done by the administrator of Dynamic Processing Solutions Ltd, I did as a director of DPS (Bristol) Ltd who bought the remains of Dynamic Processing Solutions Ltd from the administrator have access to the technology via a license which was cancelled the same day Cameron purchased the IP from the administrator, I have requested a license under suitable terms from Petreco/KCC but this was not forthcoming.

I do not believe therefore that I should limit my ability to further develop such equipment or IP, or state that I have received full and fair payment for the past patent applications in my name at this time.

**Best Regards**

**David J Parkinson, Chairman,**  
DPS (Bristol) Ltd.  
Office Tel +44 (0) 1275 841300  
Office Fax +44 (0) 1275 841301  
Mob +44 (0) 7766 555 781

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**From:** Sarah Irish [mailto:irish@njakers.com]  
**Sent:** 19 October 2006 15:20  
**To:** David Parkinson  
**Subject:** Assignment

Dear Mr. Parkinson,

Our firm represents Cooper Cameron, Petreco International and KCC Group Limited with regard to intellectual property including various patent matters.

Further to my letter to your home address dated 21<sup>st</sup> August, 2006, and to DPS (Bristol) dated 6<sup>th</sup> October, 2006, delivered on 10<sup>th</sup> October, 2006, we would be most grateful if you could review and sign appropriately the attached assignment document for Canada and combined Declaration and Power of Attorney for the US. As you may be aware, these documents are required under Canadian and American law respectively for patents filed in Canada and the United States of America.

Please could you indicate if you are in a position to sign these documents, and if so, when we might expect to receive these documents back?

Kind regards,

Sarah Irish

N.J Akers and Co  
Carines, Cubert

20/10/2006

Newquay  
Cornwall, TR8 5ET  
United Kingdom

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20/10/2006



**David Parkinson****Exhibit H**

**From:** David Parkinson  
**Sent:** 23 March 2004 14:33  
**To:** Ashley Giles  
**Subject:** Various urgent patent items

Ashley

I am sorry I have been so preoccupied lately with other business issues that has left me a little bit behind in responding to some of your communications. I will attempt to answer most of your queries with this communication, but would appreciate an opportunity to talk over any issues with you before your deadlines. Please note my mobile is switched on and I will be in Edinburgh tomorrow, but will take your call if you deem it necessary.

One general comment I seek your advice on Ashley, is as you may be aware DPS PLC recently changed its name to DPS Limited. I am hoping that if we register this change of name it will not be necessary to do much more with the Patent Office. Can you please advise me on this? I would like this change of ownership name actioned as soon as possible and at the lowest possible cost.

**International PCT Application No. PCT/GB 2003/004695 – DPS Feed.solids from open vessel**

Re your letter of 11.3.04 and reminder of 22.3.04.

I have read the examiners report and looked at the corresponding prior art. I am not sure what benefit additional search fees would gain us at this time, but would be interested to understand your view. It seems to me that the crux of the matter is the non unity objection. Looking at all of the prior art it seems to me to be a collection of either jet pumps or inductors which require a considerable flow of fluids to move the solids out of the open tank into the closed tank. Our main benefit of course is that we can pump liquids from the closed tank to the vortex inducer using a very small flow of fluids. By feeding the pump suction from the closed tank we create a vacuum in the closed tank and it is this vacuum which is directed just above the vortex that creates these solids induction and transportation to the closed tank. The benefit we derive is that we can transport solids at very high concentrations which is not possible when attempting the same with a full flow jet pump or inductor. Our energy requirements therefore are substantially less. We also have considerable control over the velocity and concentrations of the slurry we move, either from the open tank to the closed tank or from the closed tank into the slurry transport line. All of the other prior art in my experience cannot be controlled in the same way as our product.

Ashley we know from our considerable experience with slurry hydrotransportation, particularly with the Tore product that one of the biggest problems with the Hydrotransport product was feeding the transport fluidising unit with as much solids as it was taking away, such that we often had to organise a batch system to continuously fill the discharge vessel. The fact that the AtmoTrans is a breakthrough in this area is adequately demonstrated by the fact that BNFL has been able to convince the Government's Audit Committee to allow them to place a single action contract for DPS's technology to overcome their problem of lifting radioactive solids from an atmospheric tank into a pressure tank and then to further transport that to their cementing process. Something they have been trying to achieve for over 10 years with no success prior to using our product. It may be necessary therefore to look again at the claims in our patent and focus them on the actual heart of the invention which I believe is based upon high concentration slurries evacuated from atmospheric conditions in a very small pipe thus allowing high tonnage rates per hour with minimum liquid flow.

Therefore, I believe claim 1 may need to be adjusted to concentrate on what it is we can do that others can't, i.e. it has been known for some time that if you suck a fluid from a container you create a vacuum in that container, nothing new here! If the fluid in question that is removed from the container is water then the water can be used to fluidise solids say in an open tank. Again, nothing new here. By fluidising the fluids in the open tank with say a swirling flow to set up a vortex the energy in the water being pumped can be used to fluidise, deagglomerate settled and compacted solids, again nothing new here, such systems have been used in front of jet pumps for dredging for some time. By placing a duct in communication with the vortex created by the swirling flow of water such that all solids disturbed are lifted by the vacuum in the container through the ducting at an almost complete controllable slurry from ppm to up to 40% concentrations, is new. By determining the height through which we lift the liquid/solids slurry it is possible to even consider pulling the liquid close to its vapour pressure point which in some processes or systems can have considerable

23/03/2004

age, this I believe is new. It is also possible to move very high tonnage rates through very small hoses compared with traditional methods as disclosed in the prior art, a simple example of which is if we were dredging sand then please see case 1 and 2 below:

Process Conditions	Case 1	Case 2
Solids density (sand) – kg/m <sup>3</sup>	2650	2650
Fluid density – kg/m <sup>3</sup>	1000	1000
Pipe solids mass concentration - %	25	50
Solids voidage	0.4	0.4
Slurry relative density	1.184	1.452
Solids spot volume concentration - %	18.6	45.7
Solids volume concentration - %	11.2	27.4
Using a 4" slurry line to transport the solids in case 1 and 2 above under identical velocity of 2.5 m/sec the resultant conditions are met		
Water required to be pumped – m <sup>3</sup> /hr	72.97	72.97
Bulk solids transported – m <sup>3</sup> /hr	13.59	33.32
Dry solids transported – tph	21.6	52.98

Case 1 represents a typical jet pump or inductor application whereas Case 2 is the AtmoTrans under the same conditions and please remember that there is no control over concentration in Case 1 where we have considerable over concentrations in Case 2.

As can be seen from the table above for the same energy requirement i.e. to pump the fluid, Case 1 can transport dry solids at a rate of 21.6 tons per hour, whereas Case 2 (our AtmoTrans) can transport up to and above 52.98 tons per hour. In other words our system can lift from the open pond with the same water feed and the same pipe size 2.45 times more solids per hour than the disclosed prior art. Perhaps we should therefore focus claim 1 on this unique ability of the system which I believe is both novel and utile.

Without the feature I have described above Ashley, the rest of the claims are not necessarily so important as we have them covered in our HydroTrans patent, i.e. solids displaced from a pressure vessel using a fluidising unit. Can I ask you therefore to advise me on best to focus this invention on the benefit it gives above whilst satisfying the examiner and maintaining as many claims as we can.

If you consider that we need to undertake further search reports to achieve this goal then please proceed.

**Patent Application UK No. 0404417.8 – DPS Limited – Cyclone Assembly – Your Ref: P101046GB00/RHG**

Thank you for the work done on this application and we acknowledge receipt of your invoice.

With regard to Inventorship and transfer of Patent rights we request you to use the following information:

Inventor : David John Parkinson  
Bases of company's rights : By virtue of employment by said company

**Patent Application UK No. 0309606.2 – DPS Limited – MixTrans – Your Ref: P84977GB00/ASG**

With regard to Inventorship and transfer of Patent rights we request you to use the following information:

Inventors : David John Parkinson, James Edward Delves, David Oliver Drew  
Bases of company's rights : By virtue of employment by said company

The MixTrans is foremost a device for the 'shearing' of a mud mixture after the mixing or weighting up exercise has taken place. The action of the vortex created by the HydroTrans head within the centre section of the MixTrans creates high shear forces within the new mud mix, resulting in a high shear index for the mud being achieved. Importantly the MixTrans is an in-line device and can therefore be easily retrofitted within a mud mixing system where poor mixing and low mud shear indexes are being achieved. The industry currently suffers from poorly mixed muds and the presence of 'fish-eyes' (small balls of dry powder captured within a clay mixture of mud, which also contain air and adversely affect the weighting up exercise).

If unavoidable we would like to see the claims of this patent at least focussed on this area of being an aggressive shear mixer downstream of existing mixing equipment, many of which are described in the prior

23/03/2004

We would like to have the opportunity to induct heavier mud around the inlet annulus which would then be thoroughly shear mixed by the lighter mud which reports to the inlet. Whether it is necessary to concern ourselves with controlling the weight of mud at this point automatically as the examiner has pointed out is claimed in 5213414 Baker Hughes et al, column 4 line 50, we are not sure at this time that this is relevant as most mixing systems are controlled by densitometers of one type or another.

Ashley, we would really like to point out to the examiner that the prior art is really not doing what we are claiming with MixTrans, for example my reading of 498819 Conoco is that this really is first stage mixing as opposed to shear mixing and in any case it is a Conoco cyclone. 4213414 Baker Hughes et al is again first stage mixing using a rotating auger and mud feeding the inlet to a triplex reciprocating pump. Although it is mixing drilling mud it is starting off with a dry powder and fluids, whereas we are more interested in the mixing of two fluids having different densities breaking up mud balls and fish eyes to give a good homogenous consistency. 333987 Philip Davies et al is certainly mixing drilling muds but again he is doing it from a dry powder into a tank fed by an auger or Archimedean screw then a rotating mixer to create an initial mix as opposed to our MixTrans which is a static device. 4345841 Geosource Rogers et al, again this one teaches us the mixture of dry solids from a hopper into a swirling mixing flow whereas our interest remains with the shear mixing of already mixed light and heavy muds. Lastly EP1046420 (the German patent) I am not sure I understand this one other than it looks more like a boiler or fuel injector.

If we need to further differentiate our MixTrans from the prior art we would like to consider for example, a 1" small HydroTrans sitting actually inside a 2" larger HydroTrans with the light mud reporting to the small HydroTrans and the heavy mud reporting to the larger 2" HydroTrans (actually upwards through the annulus created by the 1" HydroTrans inside the 2" HydroTrans, thereby maximising the shear mixing at their exit points, prior to release into the mixing chamber. We would also like to consider having the opportunity to have the lighter mud for example reporting to the 1" HydroTrans at a higher pressure than the heavier mud reporting to the 2" HydroTrans which in itself could create some induction and more efficient mixing.

Another further benefit of the design we have been considering for MixTrans would be the ability to utilise standard drill pipe fixtures and fittings and to trap the new units in between standard API 5A type flanges. The major benefit of this would be that our shear mixing devices could be cast at reasonably low cost and would not be pressure retaining items whereas the current methodology requires either jet pumps or inductors to be manufactured out of forged or thick material to create tangential flows. As you will appreciate when you take a tangential inlet into a pipe or mixing body which is designed to hold pressures up to 10,000 psig the wall thickness is considerable and to achieve an ASME 9 full penetration weld is prohibitively expensive, hence the need to use bespoke forgings or manufacture from a solid block.

We think therefore our shear mixer is lighter, smaller and cheaper. We would appreciate it if you would please answer the examiners opposition such that we can move forward on this patent.

In the event that we can successfully take this patent forward we would like to see it established in Europe and PCT countries.

Ashley, I am off to India this Friday and not back until 2<sup>nd</sup> April, if you need any further information please do not hesitate to contact me, my mobile phone will be working, but I cannot guarantee that I am collecting e-mails. I hope the above is enough to protect our IP to the next stage and I look forward to receiving your responses. I would also be interested in knowing exactly where we stand with the DynaSep media filter patent and to which end I think on my return from India we should have our long muted meeting in Portishead to review all aspects of our patent portfolio.

Regards

David J. Parkinson  
Managing Director DPS Ltd.  
Tel 44 (0) 870 774 1144  
Fax 44 (0) 870 774 1188  
Mob 44 (0) 77 66 555 781  
E-mail [davidparkinson@dps-global.com](mailto:davidparkinson@dps-global.com)  
Web [www.dps-global.com](http://www.dps-global.com)

23/03/2004

**ATTACHMENT I**

**TO THE LEGAL MEMORANDUM OF NOEL J. AKERS**



Concept House  
Cardiff Road  
Newport  
South Wales  
NP10 8QQ

I, the undersigned, being an officer duly authorised in accordance with Section 74(1) and (4) of the Deregulation & Contracting Out Act 1994, to sign and issue certificates on behalf of the Comptroller-General, hereby certify that annexed hereto is a true copy of the Patent Form 7/77 as originally filed in connection with patent application GB0404417.8 filed on 27 February 2004.

In accordance with the Patents (Companies Re-registration) Rules 1982, if a company named in this certificate and any accompanying documents has re-registered under the Companies Act 1980 with the same name as that with which it was registered immediately before re-registration save for the substitution as, or inclusion as, the last part of the name of the words "public limited company" or their equivalents in Welsh, references to the name of the company in this certificate and any accompanying documents shall be treated as references to the name with which it is so re-registered.

In accordance with the rules, the words "public limited company" may be replaced by p.l.c., plc., L.C. or PLC.

Re-registration under the Companies Act does not constitute a new legal entity but merely subjects the company to certain additional company law rules.

Signed *William Morell*

Dated 12 June 2007



7/77

02APR04 160303-4 001899  
P07/7700 0.00-0404417.8

The Patent Office

Cardiff Road  
Newport  
South Wales  
NP10 8QQ

# Statement of inventorship and of right to grant of a patent



1. Your reference

P101046GB00/RHG

2. Patent application number  
(if you know it)

0404417.8

3. Full name of the or of each applicant

Dynamic Processing Solutions Ltd

4. Title of the invention

CYCLONE ASSEMBLY AND METHOD FOR INCREASING OR DECREASING FLOW  
CAPACITY OF A CYCLONE SEPARATOR IN USE

5. State how the applicant(s) derived the right  
from the inventor(s) to be granted a patent

By virtue of the inventor's employment by the applicant company.

6. How many, if any, additional Patent Forms  
7/77 are attached to this form?  
(see note (c))

7.

I/We believe that the person(s) named over the  
page (and on any extra copies of this form) is/are the  
inventor(s) of the invention which the above patent  
application relates to.

Haseltine Lake, Agents for the Applicants

Signature

Date

31 March 2004

8. Name and contact number(s) of person to  
contact in the United Kingdom

Robert Games

Tel: +44 (0) 117 910 3200  
Fax: +44 (0) 117 910 3201

## Notes

- If you need help to fill in this form or you have any questions, please contact the patent office on 0645 500505.
- Write your answers in capital letters using black ink or you may type them.
- If there are more than three inventors, please write the names and addresses of the other inventors on the back of another Patents Form 7/77 and attach it to this form.
- When an application does not declare any priority, or declares priority from an earlier UK application, you must provide enough copies of this form so that the Patent Office can send one to each inventor who is not an applicant.



# Patents Form 7/77

e) Once you have filled in the form you must remember to sign and date it.

Enter the full names, addresses and postcodes of the inventors in the boxes and underline the surnames

David John Parkinson  
Arodene  
Walton-in-Gordano  
Clevedon  
North Somerset  
BS21 7AR

Patents ADP number (if you know it)

8563058001

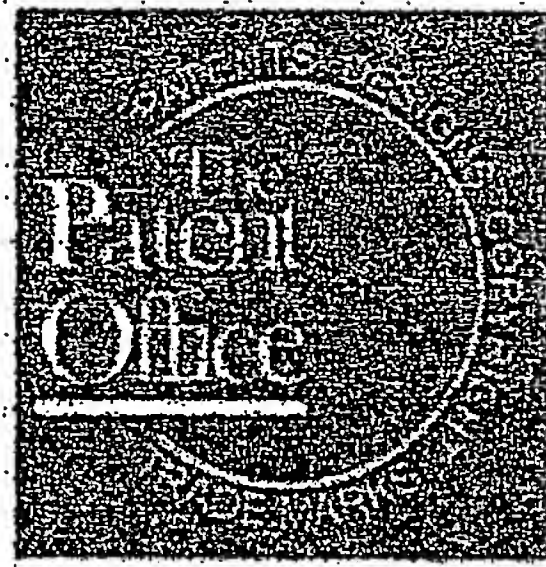
Patents ADP number (if you know it)

Patents ADP number (if you know it)

**Reminder**  
Have you signed this form?

**ATTACHMENT II**

**TO THE LEGAL MEMORANDUM OF NOEL J. AKERS**



For Innovation

# **The Patents Act 1977 (as amended)**

An unofficial consolidation produced by Patents Legal Section

May 2006

those persons as the new proprietor or proprietors of the patent.

(3) Where an order is so made that a patent shall be transferred as mentioned in subsection (2) above or that a person other than an old proprietor may make a new application for a patent and before the reference of the question under that section resulting in the making of any such order is registered, the old proprietor or proprietors or a licensee of the patent, acting in good faith, worked the invention in question in the United Kingdom or made effective and serious preparations to do so, the old proprietor or proprietors or the licensee shall, on making a request to the new proprietor or proprietors or, as the case may be, the new applicant within the prescribed period, be entitled to be granted a licence (but not an exclusive licence) to continue working or, as the case may be, to work the invention, so far as it is the subject of the new application.

(4) Any such licence shall be granted for a reasonable period and on reasonable terms.

(5) The new proprietor or proprietors of the patent or, as the case may be, the new applicant or any person claiming that he is entitled to be granted any such licence may refer to the comptroller the question whether that person is so entitled and whether any such period or terms are reasonable, and the comptroller shall determine the question and may, if he considers it appropriate, order the grant of such a licence.

#### *Employees' inventions*

##### **Right to employees' inventions**

39.-(1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if -

(a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or

(b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of

his duties he had a special obligation to further the interests of the employer's undertaking.

(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.

(3) Where by virtue of this section an invention belongs, as between him and his employer, to an employee, nothing done -

(a) by or on behalf of the employee or any person claiming under him for the purposes of pursuing an application for a patent, or

(b) by any person for the purpose of performing or working the invention,

shall be taken to infringe any copyright or design right to which, as between him and his employer, his employer is entitled in any model or document relating to the invention.

##### **Compensation of employees for certain inventions**

40.-(1) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

(a) the employee has made an invention belonging to the employer for which a patent has been granted,

(b) having regard among other things to the size and nature of the employer's undertaking, the invention or the patent for it (or the combination of both) is of outstanding benefit to the employer, and

(c) by reason of those facts it is just that the employee should be awarded compensation to be paid by the employer,

the court or the comptroller may award him such compensation of an amount determined under section 41 below.

(2) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

(a) a patent has been granted for an invention made by and belonging to the employee;

(b) his rights in the invention, or in any patent or application for a patent for the invention, have since the appointed day been assigned to the employer or an exclusive licence under the patent or

as his employer as it applies to any contract made between an employee and an employer other than the Crown, and for the purposes of this section "Crown employee" means a person employed under or for the purposes of a government department or any officer or body exercising on behalf of the Crown functions conferred by any enactment or a person serving in the naval, military or air forces of the Crown.

#### Supplementary

43.-(1) Sections 39 to 42 above shall not apply to an invention made before the appointed day.

(2) Sections 39 to 42 above shall not apply to an invention made by an employee unless at the time he made the invention one of the following conditions was satisfied in his case, that is to say -

(a) he was mainly employed in the United Kingdom; or

(b) he was not mainly employed anywhere or his place of employment could not be determined, but his employer had a place of business in the United Kingdom to which the employee was attached, whether or not he was also attached elsewhere.

(3) In sections 39 to 42 above and this section, except so far as the context otherwise requires, references to the making of an invention by an employee are references to his making it alone or jointly with any other person, but do not include references to his merely contributing advice or other assistance in the making of an invention by another employee.

(4) Any references in sections 39 to 42 above to a patent and to a patent being granted are respectively references to a patent or other protection and to its being granted whether under the law of the United Kingdom or the law in force in any other country or under any treaty or international convention.

(5) For the purposes of sections 40 and 41 above the benefit derived or expected to be derived by an employer from an invention or patent shall, where he dies before any award is made under section 40 above in respect of it, include any benefit derived or expected to be derived from it by his personal representatives or by any person in whom it was vested by their assent.

(5A) For the purposes of sections 40 and 41 above the benefit derived or expected to be derived by an employer from an invention shall not include any benefit derived or expected to be derived from the invention after the patent for it has expired or has been surrendered or revoked.

(6) Where an employee dies before an award is made under section 40 above in respect of a patented invention made by him, his personal representatives or their successors in title may exercise his right to make or proceed with an application for compensation under subsection (1) or (2) of that section.

(7) In sections 40 and 41 above and this section "benefit" means benefit in money or money's worth.

(8) Section 533 of the Income and Corporation Taxes Act 1970<sup>4</sup> (definition of connected persons) shall apply for determining for the purposes of section 41(2) above whether one person is connected with another as it applies for determining that question for the purposes of the Tax Acts.

#### *Contracts as to patented products, etc.*

#### Avoidance of certain restrictive conditions

44. [repealed]

#### Determination of parts of certain contracts

45. [repealed]

#### *Licences of right and compulsory licences*

#### Patentee's application for entry in register that licences are available as of right

46.-(1) At any time after the grant of a patent its proprietor may apply to the comptroller for an entry to be made in the register to the effect that licences under the patent are to be available as of right.

(2) Where such an application is made, the comptroller shall give notice of the application to any person registered as having a right in or under the patent and, if satisfied that the proprietor of the patent is not precluded by contract from granting licences under the patent, shall make that entry.

(3) Where such an entry is made in respect of a patent -

(a) any person shall, at any time after the entry is made, be entitled as of right to a licence under the patent on such terms as may be settled by agreement or, in default of agreement, by the comptroller on the

4. To be construed as a reference to section 839 of the Income and Corporation Taxes Act 1988.



and in the said section 2(3), as it applies by virtue of this sub-section in relation to any such specification, the words "both as filed and" shall be omitted.

(3) In section 8(1), (2) and (4) of the 1949 Act (search for anticipation by prior claim) the references to any claim of a complete specification, other than the applicant's, published and filed as mentioned in section 8(1) shall include references to any claim contained in an application made and published under this Act or in the specification of a patent granted under this Act, being a claim in respect of an invention having a priority date earlier than the date of filing the complete specification under the 1949 Act.

(4) In section 32(1)(a) of the 1949 Act (which specifies, as one of the grounds of revoking a patent, that the invention was claimed in a valid claim of earlier priority date contained in the complete specification of another patent), the reference to such a claim shall include a reference to a claim contained in the specification of a patent granted under this Act (a new claim) which satisfies the following conditions -

(a) the new claim must be in respect of an invention having an earlier priority date than that of the relevant claim of the complete specification of the patent sought to be revoked; and

(b) the patent containing the new claim must be wholly valid or be valid in those respects which have a bearing on that relevant claim.

(5) For the purposes of this section and the provisions of the 1949 Act mentioned in this section the date of filing an application for a patent under that Act and the priority date of a claim of a complete specification under that Act shall be determined in accordance with the provisions of that Act, and the priority date of an invention which is the subject of a patent or application for a patent under this Act shall be determined in accordance with the provisions of this Act.

#### Application of Act to Crown

129. This Act does not affect Her Majesty in her private capacity, but subject to that, it binds the Crown.

#### Interpretation

130.-(1) In this Act, except so far as the context otherwise requires -

"application fee" means the fee prescribed for the purposes of section 14(1A) above;

"application for a European patent (UK)" and (subject to subsection (4A) below) "international application for a patent (UK)" each mean an application of the relevant description which, on its date of filing, designates the United Kingdom;

"appointed day", in any provision of this Act, means the day appointed under section 132 below for the coming into operation of that provision;

"biological material" means any material containing genetic information and capable of reproducing itself or being reproduced in a biological system;

"biotechnological invention" means an invention which concerns a product consisting of or containing biological material or a process by means of which biological material is produced, processed or used;

"Community Patent Convention" means the Convention for the European Patent for the Common Market;

"comptroller" means the Comptroller-General of Patents, Designs and Trade Marks;

"Convention on International Exhibitions" means the Convention relating to International Exhibitions signed in Paris on 22 November 1928, as amended or supplemented by any protocol to that convention which is for the time being in force;

"court" means

(a) as respects England and Wales, the High Court or any patents county court having jurisdiction by virtue of an order under section 287 of the Copyright, Designs and Patents Act 1988;

(b) as respects Scotland, the Court of Session;

(c) as respects Northern Ireland, the High Court in Northern Ireland;

(d) as respects the Isle of Man, Her Majesty's High Court of Justice of the Isle of Man;



"date of filing" means -

(a) in relation to an application for a patent made under this Act, the date which is the date of filing that application by virtue of section 15 above; and

(b) in relation to any other application, the date which, under the law of the country where the application was made or in accordance with the terms of a treaty or convention to which that country is a party, is to be treated as the date of filing that application or is equivalent to the date of filing an application in that country (whatever the outcome of the application);

"designate" in relation to an application or a patent, means designate the country or countries (in pursuance of the European Patent Convention or the Patent Co-operation Treaty) in which protection is sought for the invention which is the subject of the application or patent [and includes a reference to a country being treated as designated in pursuance of the convention or treaty]<sup>11</sup>.

"electronic communication" has the same meaning as in the Electronic Communications Act 2000;

"employee" means a person who works or (where the employment has ceased) worked under a contract of employment or in employment under or for the purposes of a government department or a person who serves (or served) in the naval, military or air forces of the Crown;

"employer" in relation to an employee, means the person by whom the employee is or was employed;

"enactment" includes an Act of Tynwald;

"European Patent Convention" means the Convention on the Grant of European Patents, "European patent" means a patent granted under that convention, "European patent (UK)" means a European patent designating the United Kingdom, "European

Patent Bulletin" means the bulletin of that name published under the convention, and "European Patent Office" means the office of that name established by that convention;

"exclusive licence" means a licence from the proprietor of or applicant for a patent conferring on the licensee, or on him and persons authorised by him, to the exclusion of all other persons (including the proprietor or applicant), any right in respect of the invention to which the patent or application relates, and "exclusive licensee" and "non-exclusive licence" shall be construed accordingly;

"formal requirements" means those requirements designated as such by rules made for the purposes of section 15A above;

"international application for a patent" means an application made under the Patent Co-operation Treaty;

"International Bureau" means the secretariat of the World Intellectual Property Organization established by a convention signed at Stockholm on 14 July 1967;

"international exhibition" means an official or officially recognised international exhibition falling within the terms of the Convention on International Exhibitions or falling within the terms of any subsequent treaty or convention replacing that convention;

"inventor" has the meaning assigned to it by section 7 above;

"journal" has the meaning assigned to it by section 123(6) above;

"mortgage", when used as a noun, includes a charge for securing money or money's worth and, when used as a verb, shall be construed accordingly;

"1949 Act" means the Patents Act 1949;

"patent" means a patent under this Act;

"Patent Co-operation Treaty" means the treaty of that name signed at Washington on 19 June 1970;

"patented invention" means an invention for which a patent is granted and "patented process" shall be construed accordingly;

"patented product" means a product which is a patented invention or, in relation to a

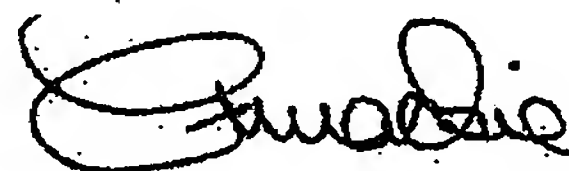
11. The wording in square brackets currently applies only in relation to designation under the PCT (see article 2(j) of SI 2004/3205). In relation to designation under the EPC, the provision is read without the bracketed wording until such time as EPC 2000 comes into force.

**KCC GROUP LIMITED**

I, George Mackie, do hereby certify that I am Director of Finance, Eastern Hemisphere for KCC Group Limited (the "Company"); and that below is a true and complete resolution. I hereby resolve the following:

THAT, Peter Bielinski and Manish B. Vyas be, and hereby are, authorized and empowered to execute intellectual documents on behalf of the Company and its subsidiaries.

IN WITNESS WHEREOF, I have hereunto set my hand this 30<sup>th</sup> day of January, 2006.



---

George Mackie  
Director of Finance, Eastern Hemisphere

ASSIGNMENT

This Assignment is between:

- (1) Dynamic Processing Solutions Limited – In Administration  
8 Combe Road,  
Portishead  
Bristol  
BS20 6BJ  
UNITED KINGDOM

Acting by its Joint administrators  
Mr S Haskew and Mr A H Beckingham  
Of Begbies Traynor, 58 Queen Square  
Bristol BS1 4LF

(hereinafter referred to as "the Assignor");

and

- (2) KCC Group Limited  
111 Windmill Road  
Sunbury on Thames  
Middlesex  
TW16 7EF  
UNITED KINGDOM

(hereinafter referred to as "the Assignee").

WHEREAS:

(A) The Assignor has applied to the Patent Office of the United Kingdom for patents under the Patents Act 1977 and to the Patent Office of the United Kingdom as Receiving Office for the World Intellectual Property Organisation (WIPO) for patent applications under the Patent Cooperation, hereinafter collectively referred to as "the Applications", further particulars of which are given in the Schedule hereto in respect of the Inventions respectively disclosed in the Applications (hereinafter collectively referred to as "the Inventions").

(B) On 13 July, 2004, the Assignor entered Administration. Pursuant to the sale agreement dated 1 September, 2004, the Assignor sold all right, title and interest it may have had in the inventions and Applications to the Assignee.

(C) Pursuant to the sale agreement dated 1 September, 2004, the Assignor has agreed to assign to the Assignee such right, title and interest it may have in the Inventions and the Applications upon the terms and conditions set out in the sale agreement and as set out below.

NOW IT IS HEREBY AGREED:

1. In pursuance of the said agreement and in consideration of the sum of One Pound (£1.00) now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor with full title guarantee HEREBY ASSIGNS unto the Assignee:

1.1 the Invention and the full and exclusive benefit of them;

1.2 all the rights of the Assignor in and to the Applications and the full and exclusive benefit of them and all rights privileges and advantages associated with them;

1.3 the full right to apply for and obtain patents or other similar forms of protection in respect of the Inventions in the United Kingdom and throughout the world;

1.4 the right to make any new application or applications in respect of any part or parts of the subject-matter of any application or specification filed in connection with the Inventions, including but not limited to any divisional application, continuation application, and continuation-in-part application, and the right to claim priority from any of the Applications;

1.5 any patents or other similar forms of protection granted in respect of the Inventions in the United Kingdom or throughout the world pursuant to the Applications;

1.6 the right to bring proceedings for any previous infringement of the rights assigned by the Assignment, including but not limited to the right to claim damages for past infringement arising after publication of any of the Applications; and

1.7 the right to claim priority of the Applications under the Paris Convention or other convention or treaty giving rise to a right to priority when making applications.

2. The Assignee hereby acknowledges and agrees with the Assignor that the Assignor is not executing this Assignment with the intention of accepting any personal or other liability hereunder and that accordingly any liability of the Assignor (and specifically the Joint Administrators), their employees or agents under this Assignment or arising directly or indirectly in connection therewith is expressly excluded. The Assignee specifically excludes any warranty as to the accuracy of the schedule of patents annexed hereto.

3. In the event of any discrepancy between the terms of this Assignment and the terms of the sale agreement dated 1 September, 2004, the terms of the sale agreement dated 1 September, 2004, shall have precedence, excluding the schedule of patents annexed hereto.

IN WITNESS whereof the parties hereto have caused this Assignment to be duly executed as a Deed on the date first set forth below.

On behalf of Dynamic Processing Systems Limited:

By: 

Name: SIMON ROBERT HASKEU

Title: JOINT ADMINISTRATOR

Date: 25 NOVEMBER 2004

Place: BRISTOL

On behalf of KCC Group Limited:

By: 

Name: MICHAEL P. HARTMANN

Title: MANAGER, PATENT SERVICES

Date: NOVEMBER 30, 2004

Place: HOUSTON, TEXAS USA

# SCHEDULE

Application Number	Filing Date	Title
GB0325597.3	3 November, 2003	Transferring Apparatus for settled or suspended solids
PCT/GB03/004695	3 November, 2003	Apparatus for transferring settled or suspended solids from an open vessel into a closed vessel
GB0308291.4	10 April, 2003	Filtration Apparatus
PCT/GB04/001351	31 March, 2004	Filtration Apparatus
GB0309606.2	28 April, 2003	Mixing Device
PCT/GB04/001841	28 April, 2004	Mixing Device
GB0315734.4	4 July, 2003	Separator
PCT/GB04/002874	2 July, 2004	Separator
GB0404417.8	27 February, 2004	Cyclone assembly and method for increasing or decreasing flow capacity of a cyclone separator in use
GB0212728.0	31 May, 2002	Swirling flow fluidizing nozzle and fluid outlet combination
PCT/GB03/002370	30 May, 2003	Fluidising apparatus
GB0228199.6	3 December, 2002	Filter tank including filter media discharge means
PCT/GB03/005174	28 November, 2003	Apparatus for inhibiting fines carryover
GB0322754.3	29 September, 2003	Solubility reactor



Telephone completion 1/21/04  
Mikolaj/Watson

AN AGREEMENT made the

1<sup>st</sup> day of September 2004

BETWEEN:

- (1) Dynamic Processing Solutions Limited (In Administration) whose registered office is at 8 Combe Road, Portishead, Bristol BS20 6BJ registered in England number 04420048 ("the Seller") acting by its Joint Administrators, Mr A H Beckingham and Mr S Haskew of Begbies Traynor, 58 Queen Square, Bristol BS1 4LF ("the Administrators")

and

- (2) KCC Group Limited whose registered office is at 111 Windmill Road, Sunbury on Thames, Middlesex TW16 7EF registered in England number 03458033 ("the Buyer")

WHEREAS:

- 1 On 13 July 2004 the Seller appointed the Administrators as joint administrators of the Company.
- 2 The Seller has agreed to sell and the Buyer has agreed to purchase whatever right, title and interest the Seller may have in certain assets used by it in the Business.
- 3 The Seller has the benefit of specific patents and any other intellectual property rights listed at Schedule 1 hereto and purports to own these patents and other intellectual property rights.
- 4 The Buyer is entering into this Agreement having made such inspection and investigation of the Assets as it thinks fit, on the basis of a purchase by the Buyer of the Assets 'as is' and in full knowledge and acceptance of the terms and conditions of

this Agreement and, in particular (but without limitation), of the fact that the price to be paid for the Assets has been calculated on the acknowledged basis that the risk of good title to all or any of the Assets not passing to the Buyer is the Buyer's alone and that since the Buyer is contracting with a company in administration the terms and conditions of this Agreement are reasonable.

- 5 The Buyer will buy the Assets on the Completion Date and be responsible for all costs, expenses, claims and liabilities as may relate thereto as may arise after that date.

1 **Definitions**

- 1.1 In this Agreement (including the recital and the schedules), except where a different interpretation is clear from or necessary in the context, the following expressions shall have the following meanings:

**the Assets** shall mean the Intellectual Property Rights and the Items.

**the Business** the business of design and manufacture of separation and crude stabilisation equipment (and the operation of such equipment) in the Oil and Gas Industry carried on by the Seller

**Business Day** any day (other than a Saturday) on which clearing banks in the City of London are open to customers and clients for business

**the Buyer's Solicitors** Messrs Baker & McKenzie, 100 New Bridge Street, London EC4V 6JA

Completion	completion of the acquisition of the Assets in accordance with the terms of clause 4
the Completion Date	the date hereof
the Goodwill	the goodwill of the Seller in relation to the Business (subject as set out in clause 8) together with the exclusive right (so far as the Seller can grant it) to utilise the name Dynamic Processing Solutions or DPS in the carrying on of a business
Intellectual Property Rights	the rights of the Seller set out at Schedule 1 hereto
the Items	shall mean the products and equipment set out at Schedule 3 hereto
the Property	The leasehold premises at 8 - 10 Combe Road, Portishead, North Somerset BS20 6BJ
the Retained Assets	all assets not expressly sold to the Buyer pursuant to the terms of this Agreement including those particularly described at Schedule 2 and in circumstances of any discrepancy between the Assets and the Retained Assets the Retained Assets will have precedence
the Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 1981, as amended
the Seller's Solicitors	Messrs Clarke Willmott, 1 Georges Square, Bath Street, Bristol BS1 6BA

1.2 References to statutory provisions shall be construed as references to any statutory modification or re-enactment thereof (whether before on or after the date of this Agreement) for the time being in force and to any former statutory provision replaced (with or without modification) by the provision referred to and shall include all statutory instruments or orders from time to time made pursuant thereto.

1.3 References to clauses are to clauses of this Agreement.

1.4 The headings in this Agreement are included for convenience only and shall not affect the interpretation or construction of this Agreement.

1.5 Words and expressions defined in the Companies Act 1985 bear the same meaning in this Agreement.

## 2 Sale and purchase of the Assets

2.1 The Seller shall sell and the Buyer shall buy such right, title and interest as the Seller may have in and to the Assets with effect from the Completion Date.

2.2 Subject as otherwise expressly provided in this Agreement, the Buyer shall pay all proper monies, taxes, fees, expenses and outgoings accruing or incurred in connection with the Assets arising or relating to a period after Completion. All necessary apportionments will be made with effect as from the Completion Date on a normal accounting basis and any sums due by one party to any other in respect of any such apportionment shall be paid as and when the same shall be ascertained.

## 3 Consideration payable by the Buyer

- 3.1 The purchase consideration payable by the Buyer to the Seller shall be the sum of £306,000 (three hundred and six thousand pounds) plus value added tax payable on the Completion Date.
- 3.2 The purchase consideration shall be paid in full on the Completion Date.
- 3.3 The purchase consideration shall be paid by the Seller to the Buyer's solicitors by way of bankers draft drawn on a UK clearing bank or by telegraphic transfer to: Natwest Bank Taunton, Account Number: 29642973, Sort Code: 60 80 06, reference: 9/247/951462/22.
- 3.4 All sums payable shall be paid without deduction, withholding, off-set or counterclaim whatsoever.
- 3.5 The Seller's Solicitors are authorised by the Seller to receive payment of the purchase consideration on the Seller's behalf and the Seller's Solicitors receipt shall be a sufficient discharge for the Buyer.
- 3.6 The purchase consideration payable by the Buyer is subject to value added tax which shall be payable in addition to the purchase consideration on the presentation by the Seller of the relevant value added tax invoices.
- 3.7 If any payment falls due on a day which is not a Business Day, payment shall be made on the next Business Day.
- 4 **Completion**
- 4.1 Completion shall take place on the Completion Date at the offices of the Seller's Solicitors or as may be otherwise agreed.



4.2 At Completion the Buyer shall transmit by bankers draft drawn on a UK clearing bank or telegraphic transfer in accordance with clause 3 the whole of the purchase consideration for the Assets and on receipt of such telegraphed sum the Seller shall (insofar as it is able) deliver or give possession of the Assets to the Buyer.

## 5 Retention of Title

5.1 On the Completion Date risk to the Assets shall pass to the Buyer and the Buyer shall effect its own insurances in respect thereof.

5.2 The Buyer shall accept the title of the Seller to the Assets without requisition or enquiry.

5.3 If any of the Assets of which the Buyer is given possession are found (by agreement between the Buyer and the owner concerned or by a competent court) not to be owned by the Seller or to be subject to any charge lien or other incumbrance the Buyer undertakes promptly to settle direct with the owner of such of the Assets and/or the party having the benefit of such lien charge or encumbrance any and all liability arising in respect thereof (unless otherwise agreed with the relevant owner or other third party concerned).

5.4 The Buyer agrees to indemnify and keep indemnified and held harmless the Administrators and each of them against all actions claims liabilities demands and costs whatsoever arising directly or indirectly on account of the giving of possession of the items referred to in clause 5.3 above, provided that the Administrators will as soon as reasonably practicable upon receipt of any such claim provide full details to the Buyer and such information as the Buyer may reasonably request to enable the Buyer to determine the validity and extent of such claim.

## 6 Creditors and Apportionments

6.1 The Buyer shall pay all monies henceforth accruing or to be incurred in respect of the Assets which may arise or relate to any period after the Completion Date but subject thereto the Buyer shall not (unless otherwise expressly provided in this Agreement) have any responsibility for any other creditors nor for any matter or thing done or occurring in relation to the Business up to the Completion Date.

6.2 The Buyer will forthwith on demand pay the full cost of any services or other assistance requested of the Seller by the Buyer on or after the Completion Date.

6.3 All necessary apportionments on a usual accounting basis shall be made to give effect to this clause and any sums due will be paid within three Business Days of demand.

## 7 Employees

7.1 No rights, obligations or liabilities of the employees or former employees of the Seller shall pass to the Buyer under this agreement and the parties consider that the Regulations will not apply as a result of the sale of the Assets under this Agreement.

7.2 However, should any liability under the Regulations be imposed upon the Buyer it will be the Buyer's liability alone and the Buyer shall have no recourse against the Seller or the Administrators in respect of any claim made by or in relation to any of the employees or former employees of the Seller, whether by virtue of the Regulations, the Collective Redundancies and Transfers of Undertakings (Protection of Employment) (Amendment) Regulations 1999 or otherwise howsoever.

## 8 Goodwill

The Buyer acknowledges that the name "Dynamic Processing Solutions Limited" or "DPS" and the rights therein (including without prejudice to the generality of the foregoing the right to use the name Dynamic Processing Solutions Limited or DPS in relation to the Business) are specifically excluded from sale pursuant to this agreement.

## **9 Records and certification**

9.1 The Seller and the Administrators agree to deliver up to the Buyer's Solicitors upon reasonable request by the Buyer or the Buyer's Solicitors within one month of the Completion Date any documentation and/or certification they have in their possession relating to the Assets and which are reasonably required...

9.2 The Seller and the Administrators agree to give notice of the assignment of the Licence Agreement referred to at Schedule 1(6) and execute or endorse any document or assignment if reasonably required of them by the Buyer (at the Buyer's expense) solely in order to perfect the transfer of the Assets pursuant to this Agreement.

9.3 Nothing in this clause or Agreement will require the Seller or the Administrators to do or allow to be done any act which will result in any liability being incurred by the Seller or Administrators howsoever arising to any third party.

## **10 Exclusions of Liability**

10.1 The Buyer acknowledges and agrees with the Seller and the Administrators as follows:

- (a) that the Seller's and Administrators' knowledge of the Assets is limited and that some may be subject to claims by third parties under reservation of title, liens or otherwise and for the avoidance of doubt it is agreed that due allowance for

the existence of such claims has been made in fixing the purchase consideration payable under this Agreement.

- (b) that if it is found that the Seller does not have title or unencumbered title to any of the Assets purported to be sold under this Agreement the Buyer expressly agrees that it shall have no right either to rescind this Agreement or to claim damages or a reduction in the consideration paid or payable under this Agreement.
- (c) that the interest in the Assets which the Seller sells and the Buyer buys is such right, title and interest as the Seller may have at the Completion Date and references to the Assets shall mean such right, title and interest.
- (d) that all representations, warranties and conditions, express or implied, and whether statutory or otherwise, are expressly excluded upon, and in relation to, the sale of the Assets. Without limiting those general words of exclusion, there are excluded in particular warranties and conditions as to title, quiet possession, satisfactory quality, fitness for any particular, or any, purpose and as to description, either as regards the Assets or any asset the use of which by the Buyer may be permitted hereunder. Nothing in any Schedule to this Agreement shall constitute a warranty in respect of any of the Assets, and save as expressly set out herein any lists of any part of the Assets contained in such schedule is by way of guidance only and is not an exhaustive or complete list of the items in question.
- (e) that the Assets are sold in their present state and condition, and whereabouts, and subject to all faults.
- (f) that it has satisfied itself as to the state and condition, and whereabouts to the Assets and as to their fitness for such purpose or purposes as the Buyer may



intend to use them, and as to their correspondence with any description given or to be implied. It is accepted that no reliance has been placed in this regard on any statement, or silence, of the Seller or of the Administrators or of their employees, advisers, valuers, agents, partners or representatives.

- (g) that the exclusions of liability in this Clause shall arise and continue notwithstanding the termination of the Administrators' agency before or after the signing of this Agreement and shall operate as waivers of any claims in tort as well as under the law of contract.
- (h) that such exclusions shall be in addition to, and not in substitution for and notwithstanding any right of indemnity or relief otherwise available and shall continue as well after as before completion of this Agreement in whole or in part.
- (i) the Seller hereby expressly excludes any liability howsoever arising in respect of any cost, loss, damage, expense, order or award suffered or incurred by any party to this Agreement suffered or incurred by reason of any proceeding, claim or demand made pursuant to Section 320 of the Companies Act 1985.
- (j) that the provisions of this Agreement, in particular those in this clause, are fair and reasonable in the circumstances of the insolvency of the Seller, and accord with normal practice on Administration sales. This is the case in particular in the light of the fact that:
  - (1) the Buyer has had the opportunity to inspect and investigate the Assets;
  - (2) the Buyer is aware of the need to rely on that opportunity by reason of the absence of warranties;



- (3) the Seller is insolvent and faces the constraints of selling necessarily imposed on it in that circumstance;

10.2 The Buyer accepts and agrees that it shall be its responsibility, and at its expense, to apply for and obtain all necessary or appropriate licences, protection orders, legally required consents, permits and rights to use or have the benefit of the Assets and each of them.

10.3 Nothing in this Agreement is to require the Buyer to discharge in whole or in part any liability of the Seller outstanding at the time of entering Administration.

10.4 Each of the sub-clauses of this clause shall be read and construed separately.

10.5 If any of the provisions of this clause is held not to be valid but would be valid if part of the wording were deleted or modified then such provisions shall apply with such modification as may be necessary to make it enforceable.

10.6 Nothing in this Agreement shall operate to restrict or affect in any way any right of the Administrators to any indemnity, or to a lien, whether under the Insolvency Act 1986 or in any other way whatever.

## 11 Miscellaneous

11.1 Each party hereto shall pay the costs and expenses incurred by it in connection with the entering into and completion of this Agreement.

11.2 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

- 11.3 The Buyer shall pay any stamp duties payable in respect of this Agreement or any other document entered into or executed in connection herewith.
- 11.4 Any demand, notice or communication given under or pursuant to this Agreement shall be in writing and shall be served by sending the same by pre-paid first class post or by delivering the same by hand to the usual or last known address or registered office of the relevant party and any notice so served shall be deemed to have been served if delivered by hand at the time of such delivery and if sent through the post 24 hours (excluding Saturdays, Sundays and statutory holidays) after the time of despatch and in proving service it shall be sufficient to prove in the case of a letter that such letter was properly delivered or stamped, addressed and placed in the post (as the case may be).
- 11.5 No failure to exercise and no delay in exercising on the part of any party of any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right power or privilege preclude any further or other exercise thereof or the exercise of any other right power or privilege.
- 11.6 All the provisions of this Agreement shall so far as they are capable of being performed and observed remain in full force and effect notwithstanding completion of any part of this Agreement.
- 11.7 The parties agree that the Administrators are acting as agent of the Seller and that neither the Administrators nor their firm, agents or representatives shall incur any personal liability under this Agreement or under any document made to implement its terms save that the obligations of the Administrators provided in this Agreement shall be personal to them and enforceable by the Buyer as such in so far as such enforcement may only comprise specific performance and may not include any claim for damages, costs, expenses or other economic loss.

11.8 All provisions of this Agreement shall so far as they are capable of being performed continue in full force and effect notwithstanding completion of this Agreement.

11.9 This Agreement shall be binding on and shall enure for the benefit of each party's successors and assigns.

## 12 The Items

The following provisions shall apply with regard to the Items which are part of the Assets and are located at the Property:

- (a) the Buyer will have the responsibility of removing the Items currently stored at the Property or such other location as the Seller shall inform the Buyer within a period of six months following the Completion Date;
- (b) if the Buyer does not arrange collection of the Items or some other arrangement on terms agreed with the occupier of the Property within that six month period to carry out further development work on and/or utilising the Items the Seller shall be entitled by not less than twenty-eight days notice to require the Buyer (at no cost to the Seller) to collect or procure the collection of the Items;
- (c) failing collection thereof within the period stipulated in such notice, the Seller shall be at liberty to dispose of the Items (and retain any proceeds of disposal) on such terms as it shall see fit.

## 13 Interest

In the event of any default by the Buyer in paying any monies due under this Agreement interest thereon shall be paid at the rate of 3% above the base rate from time to time varying of the Bank of England calculated on a daily basis from the date of default until all such monies have been paid in full together with all interest thereon.

**14 Assignment**

This Agreement shall not be assignable by the Buyer without the prior written consent of the Administrators.

**15 Entire Agreement**

This Agreement supersedes any previous agreement between the parties in relation to the matters dealt with herein and represents the entire understanding between the parties in relation thereto.



## SCHEDULE 1

### INTELLECTUAL PROPERTY RIGHTS

#### (1) the Patents

All patents and patent applications of the Seller as at the Completion Date including but not limited to the following:-

Title	Country	Application Number	Date of Filing
Fluidising apparatus	United Kingdom	0212728.0	31.05.2002
Fluidising apparatus	International	PCT/GB0302370	30.05.2002 (earliest priority 31.05.2002)
Feed, solids from open vessels	United Kingdom	0225802.8	05.11.2002
Feed, solids from open vessels	United Kingdom	0325597.3	03.11.2003
Feed, solids from open vessel	International	PCT/GB2003/004695	03.11.2003
Inhibiting fines carry over	United Kingdom	0228199.6	03.12.2002
Dyna-Sep	United Kingdom	0308291.4	10.04.2003
MixTrans	United Kingdom	0309608.2	28.04.2003
Subsea Separation System	United Kingdom	0315734.4	04.07.2003
Solubility Reactor	United Kingdom	0322754.3	29.09.2003
Pop Up	United Kingdom	0404417.8	27.02.2004

#### (2) The Computer Software

1. Computational Fluid Dynamics software supplied by Fluent under license, with files associated with patent/patent applications
2. Dyna-Sep Sizing software (not complete) written in Visual Basic (bespoke)
3. Hydro-Trans Sizing spreadsheets written in Excel complete with design manual
4. Any other software owned by the Seller that relates directly to the rights set out in this Schedule.

#### (3) The Know-how

Any methods, techniques, processes, discoveries or inventions, specifications, formulae, designs, plans, drawings, data, or other technical information relating to the exploitation of any of the Seller's proprietary technology including without limitation the patents together with any improvements thereto and any trade secrets and including, without being limited to, all



copies of documents in the possession of the Seller (in hard or soft copy) which embody any of the know-how.

**(4) Other intellectual property**

Any other intellectual property rights owned by the Seller which are used in connection with the exploitation of the patents and/or the know-how including without limitation, any copyright works (including rights in computer software), designs (registered or unregistered), database rights, trade marks and trade names (registered or unregistered) (other than the trading name "DPS" and the DPS logo), information protected by any right of confidence and any patents, know-how or other intellectual property rights which are used by the Seller under licence from any third party (to the extent that the Seller is able to procure the assignment of the right of use thereof).

**(5) Machines and inventory**

Any machinery, tooling, patterns, moulds or other equipment or software (whether standalone programs or enhancements or improvements to licensed computer software, including without limitation the CFD software licence (if assignable)) and any sizing programmes (whether complete or under development) owned by the Seller and used in connection with the exploitation of the patents and/or the know-how together with any stock (inventory) of any products which embody or which were made using any of the patents or the know-how, including but not limited to the items

**(6) The Seller's Licences**

The benefit of and the right to enforce the benefit of any and all licences and other agreements granted by the Seller to any third party in respect of any of the patents, know-how and/or intellectual property rights, including without limitation the Licence Agreement between the Seller and Xago Limited (formerly known as Environmental Processing Solutions Limited) dated 17 November 2003.

**(7) Goodwill**

Any goodwill specifically pertaining to the rights identified in this Schedule

**SCHEDULE 2**  
**THE RETAINED ASSETS**

- 1 All book and other debts owing to the Seller at the Completion Date and all securities and guarantees for the same and all amounts owing to the Seller in respect of all goods or other assets supplied and invoiced on or before the Completion Date and all deposits prepayments and bills receivable by the Seller at the Completion Date
- 2 Any deposit or prepayment to third parties
- 3 Any cash in hand and at bank and any cheques bills notes or securities
- 4 All investments in any other companies
- 5 The benefit of all policies of insurance and claims thereunder in respect of claims arising prior to the Completion Date
- 6 All freehold and leasehold properties of the Seller and all interests therein
- 7 Any assets subject to hire purchase, hire, conditional purchase, leasing agreement or subject to retention of title
- 8 The contracts entered into by the Seller for the provision of goods and services by or to the Seller in connection with the Business which at Completion remain to be performed in whole or in part by the Seller
- 9 All computer software of the Seller other than that specifically included in the Assets as described in Schedule 1, such excluded software will include but not limited to:-

- MS Office/Windows
- Hyaye
- Sage
- MS project
- Smartplant
- Intools
- Arcserv

- 10 The Goodwill of the Seller (except any goodwill relating directly to the Intellectual Property Rights).
- 11 Any vehicles in or about the Property
- 12 All other assets of the Seller including specifically but not exhaustively:
  - 12.1 Current Enquiries (Topsides & General Process)
  - 12.2 Full customer lists
  - 12.3 DPS logo
  - 12.4 DPS website
  - 12.5 DPS email addresses
  - 12.6 DPS office numbers/contacts
  - 12.7 DPS mobiles, numbers and contacts
  - 12.8 Catalogues
  - 12.9 Network servers
  - 12.10 Email server
  - 12.11 Back-up server and tape drive
  - 12.12 Back-up tapes (and contents)
  - 12.13 Personal computers and laptops
  - 12.14 Personal printers (all)
  - 12.15 USB Drives
  - 12.16 UPS power supplies
  - 12.17 Binding machine
  - 12.18 Hole punches
  - 12.19 Telephone system
  - 12.20 Desks, tables and chairs (all)
  - 12.21 Bookcases and shelf units
  - 12.22 Filing cabinets
  - 12.23 FPSO model
  - 12.24 Stationary
  - 12.25 Cleaning materials
  - 12.26 Vacuum cleaner
  - 12.27 Kitchen fridges
  - 12.28 ISO 9001 certification

**SCHEDULE 3****ITEMS****Hydro-Trans Stock**

1" Hydro Trans Head in 316L	=	38
1" Hydro Trans Head in Duplex	=	89
2" Hydro Trans Head in 316L	=	30
2" Hydro Trans Head in Duplex	=	17

**Wet Lab Equipment**

Items	Descriptions	Sub - Qty	Qty	Notes
<b>Main Items</b>				
Plastic Hydro Trans Model			1	In transit OTC (USA)
Hydro Trans Rig			1	
Coriolis meter	Krohne		1	
VIPA	Jorn		1	
Media Screener	Vibrecon, Gough Engineering		1	Not in lab. Stored in Raysons Engineering
Test sieve	Set of 7 sieve and 1 receiver		1	
Barrel Pump			1	
VIPA Computer & Monitor			1	
Data log computer			1	
Data acquisition box			8	
Pressure Transmitter			6	
	On Hydro Trans rig		3	
	On shelf			
HPV software			1	
Ceramic Hydrocyclone			1	In the conference room
Ultrasonic tube and cable			1	
Ultrasonic control unit			1	
Multistage centrifugal pump			1	
Ball valve			2	Stored in the conference room

	4" 600#	1	
	2" 150#	1	
Hydrolance		1	
Hydrolance	Inlet/Discharge	1	
Pipeworks/Connecti on			
<b>Minor Items</b>			
Kettle	Mellorwane	1	
Water bath	Rod. Hiltson	1	
Oven	Russel Hobbs	1	
Handmixer	Frigidaire	1	
Submersible Pump		1	
Scale	Hanson	1	
Cyclone		2	
	Blue	1	
	Yellow	1	
Temperature probe		1	
pH probe		1	
Pressure gauge	Boss, in box	1	Broken
Coarse sieve		2	
Atmo Trans pump		1	
Frame and hanging scale		1	Electro Samsen
Jet pump	Mazzel	2	
Jet pump nozzle	Mazzel	1	
<b>Glassware etc &amp; Lab Consumable</b>			
Measuring Cylinders		6	
	1000ml, plastic	2	
	250ml, glass	2	
	60ml, glass	2	
Measuring Jug		3	
	1000ml, plastic	2	
	500ml, pyrex	1	
Beaker		11	
	1000ml	1	
	200ml	4	
	100ml	4	
	50ml, glass	2	
Volumetric flask	250ml	2	
Conical flask		6	



	250ml	3		
	100ml	3		
Funnel			2	
	Big	1		
	Small	1		
Burette			2	
	50ml	1		
	10ml	1		
perPH buffer			2	
	pH 4, 1 box	1		
	pH 7, 1 box	1		
Bottle			49	
	Brown, safeback	2		
	Distilled water bottle	2		
	Plastic	38		
	Dropper bottle	1		
Glove			5	
	Box of nitrile glove (Green)	4		
	Box of rubber glove (White)	1		
Sand paper	1 roll		1	
Pasteur pipette	Box of		1	
Retort stand			2	
pH paper	Box of		7	
Laboratory brushes			7	
Blue paper				6 stored under the stairs and 1 in lab
<b>Pipe &amp; Fittings</b>				
1.5" Pipe	5m long		1	For Hydro Trans rig
2" Pipe	5m long		1	For Hydro Trans rig
Miscellaneous old plastic fittings			2	
	Box of about 10 fittings	1		
	Box of about 20 fittings	1		
Miscellaneous new plastic fittings	Box of about 50 fittings		2	
Flanges	Various sizes		2	
1.5" Lacron fitting	Spares		3	
3" x 2" expander			1	
2" union			1	
2" tees			2	
2" x 1" reducer			3	
0.5" ball valve			2	
Pipe bracket	Various sizes		3	
10mm clear PVC	1 roll about 30m		1	

hose		1	
1" clear PVC hose	1 roll about 20m	1	
O ring	Box of about 10	1	
Blue fire hose		1	
Set of short length			
pipes 1" - 2"		1	
Plastic pipes off cuts			
up to 10"		1	
Long lengths clear			
PVC pipe 0.5" - 1"		6	
Various backing			
rings		1	
8" strainer		1	
Hydrolance	Set of 2		
shovel/fitings		1	
3" Pinch valve		1	
1" Gate valve		1	
Long lengths of 2"			
grey PVC		1	
Metal bracket		1	
Timber strand		1	
4" metal pipe		1	
2" metal pipe		1	
1.5" PVC pipe		1	
Unistrut		6	
90° Bend		1	
6" Tees		9	
Tees			
	1" tee	6	
	1.5" tee	3	
	0.752 tee	1	
			18
Bends			
	1.5" 90° Bend	1	
	1" 90° Bend	6	
	0.5" 90° Bend	5	
	1.5" Swept bend	4	
	1" Swept bend	1	
	1" 45° Bend	2	
			23
Reducers			
	2" x 1.5"	1	
	2" x 1"	2	
	2" x 0.75"	3	
	1.5" x 1"	6	
	1.5" x 0.75"	1	
	1" x 0.75"	3	
	1" x 0.5"	6	

	0.75" x 0.5"	2	
Unions	1" union		3
Valves			4
	0.5" Ball valve	1	
	1" Ball valve	1	
	1" Diaphragm valve	1	
	1" pressure relief valve	1	
Various blanks and flanges			1
Various plastic fittings			1
Various pipe brackets			1
Various backing rings			
<b>Tools &amp; Electrical</b>			
Twist drill head set	Tin box, Screwfix direct		1
Socket set			2
	Blue box	1	
	Grey box, Halfords	1	2 sockets & 1 ratchet handle missing
Torque wrench set	Red box		1
Drill set			2
	Grey box, Fern	1	4 drill heads missing
	Black box, Wickes	1	
Spanner set	Silverline, Plastic compartment		1
			1 spanner missing (number 10)
Hex key wrench	Hilke, plastic compartment		1
Screwdrivers			14
	1 set Diapers, Green handle	6	
	Halfords, red	2	
	Stanley	2	
	Stanley, greenish blue	1	
	Phillips head		
	Felo, black	1	
	Task force, red handle	2	
Spanners			3
	6" variable head	1	
	Hexagonal	2	
Clamps			4
	Hand clamp, red handle	1	
	G clamp	2	
	G clamp, red	1	
Files	Screwfix, blue handle		2

Pliers	Electrician plier, Craftsman black	1	
Jubilee clip fitter		1	
Saw		3	
	Hand saw, orange handle	1	
	Steel saw	1	
	Pipe saw (without blade)	1	
Pipe cutter		1	
Penknife		1	
Scissors		1	
Drills	Black & Decker, red	1	
Hammer		2	
	Claw hammer	1	
	Pin hammer	1	
Screwdrivers heads	1 set	1	
Socket heads	1 set	1	
Measuring tape		1	
Halogen light	Black	1	
Pipe bonder		1	
Chain socket		1	
Work bench		1	
Extension wire		1	
Sack trolley		1	
Nuts & Bolts, Fixings etc.			
Evostick		1	
WD-40		1	
Araldite	Resin and hardener	1	
Gasket and Joint Compound		1	
UHU glue		1	
Multipurpose oil	3 in 1, 100ml	1	
Small screws, etc	Box of	1	
Nuts, bolts & washers	Box of	1	
Various nuts and bolts		1	
Health and Safety			
Safety helmet		2	Ear defenders attached
Safety goggles		12	
	Full face goggles	3	

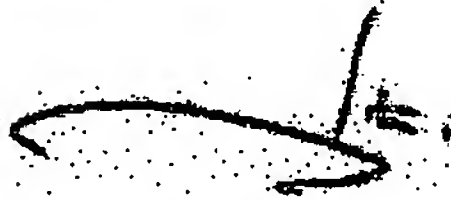
	Laboratory goggles	9	5 goggles in a box on the shelf
Gloves		6	
	Pair of safety gloves	4	
	Pair of PVC gloves	2	
Face shield		1	
Coverall	Blue	5	
Lab coat	White	4	
Rubber apron	Brown	1	
Barrier support		3	
Barrier chain		1	
Tape		3	
	Red/white	1	
	Black/yellow	2	
Extractor fan		1	
Dustbin		1	
Eyewash		1	
Absorbent granules	Bag of	2	
Miscellaneous			
Mesh		2	
Various items	Box of about 30	1	Item example: jubilee & crocodile clips etc
Tapes		6	
	Seal	1	
	Duck	2	
	Brown	1	
	Black	2	
Drums		5	
	220L, blue	4	Stored outside. 1 half full of sand and 1 with bags of other solids
	50L, blue	1	Stored outside, empty Duolite drum
Rubber strips		1	
Transformer	Orange	1	
Bucket		12	
	Orange	6	Stored outside
	Black	6	4 stored outside with 1 full of sand
Solvent cement		3	
MEK cleaner		3	
Methylated spirit		1	
Coriolis meter stand		1	



Vacuum	Wet/dry combi	1	Stored outside
Decon 75		1	
Detergent		1	
Bund liner		1	
Water container		1	For Hydro Trans model
Straps		2	

AS WITNESS the hands of the Parties or their duly authorised representatives the day and  
year first before written

SIGNED for and on behalf  
of the Seller



SIGNED for and on behalf  
of the Buyer